

**MINUTES**

7:30 p.m. Wednesday, February 15, 2012

Call to order

Salute to the flag

Open Public Meetings Statement

## Roll Call

	Present	Absent
Nestore	X	
Wallace	X	
Chila	X	
Simmons	X	
Barnes	X	
Taliaferro	X	
Damminger	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Deputy Counsel Campo

Changes to the Agenda – D-4 moved to become A-9

Approval of the regular minutes from January 6, 2012 Reorganization Meeting, January 18, 2012, and February 1, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Changes to the minutes from January 6 – Freeholder Barnes abstained on resolution #12.  
Changes to the minutes from January 18<sup>th</sup> – Freeholder Chila made motion on resolution #46336 not Freeholder Barnes.

46419 Proclamation recognizing The Catholic Community Church of the Holy Spirit, The Gloucester County Federal Bank, Johnson Matthey, Inc., and the Washington Township Rotary Club for their generous donation of holiday gifts to the children and families of Gloucester County for the 2011 Holiday season (to be presented) (Nestore).

46420 Proclamation designating February as African-American Month (previously presented) (Taliaferro).

46421 Proclamation to Honor and Recognize Mildred Picini on the occasion of her 101<sup>st</sup> Birthday (previously presented) (Barnes).

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion)

## OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Lee Lucas from Gibbstown had questions about D-4 and suggested the local towns address this. Phil Zimm from West Deptford and President of the Fire Chief's Association said that local towns taking over would jeopardize lives. He gave a mutual aid example. He said he hopes that fire service is lumped in. He then stated that he supports A9.

## CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

## DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER  
DEPUTY DIRECTOR CHILA

**46422 RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF WORKERS' COMPENSATION MATTERS CAPTIONED BERNARD DAVIS, III v. GLOUCESTER COUNTY, C.P. NOS. 2008-5062, 2010-24719, 2010-30029; EDWARD TAYLOR v. GLOUCESTER COUNTY, C.P. NOS. 2006-15061 and 2008-35614; BRIAN EVANS v. GLOUCESTER COUNTY, C.P. NOS. 2010-2696, 2010-24543; AND, WILLIAM FOX v. GLOUCESTER COUNTY, C.P. NO. 2011-21000.** The general nature of the subject to be discussed at the closed session of February 15, 2012, shall be the possible settlement of the workers compensation matters of Bernard Davis, III, Edward Taylor, Brian Evans and William Fox.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46423 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, MELINDA PIOTROWSKI V. GLOUCESTER COUNTY, CLAIM PETITION NO. 2009-20749.** This resolution will authorize settlement in the workers compensation matter of Melinda Piotrowski v. County of Gloucester, Claim Petitioner no. 2009-20749 in the amount of \$5,090.00, as per recommendation by the workers compensation attorney for the County.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**RESOLUTION IN OPPOSITION TO RATE INCREASE REQUESTED BY NEW JERSEY AMERICAN WATER.** New Jersey American Water Company (NJAW) seeks to increase rates by \$95.5 million, after already receiving a compounded 51 percent in rate increases since 2004. If approved, it will have a negative effect on ratepayers in 12 out of 24 municipalities within Gloucester County, at a time when many are struggling to survive financially. This resolution urges the Board of Public Utilities to reject this rate increase requested by NJAW.

	Motion	Second	Yes	No	Abstain
Nestore	PULLED				
Wallace					
Chila					
Simmons					
Barnes					
Taliaferro					
Damminger					

Comments: N/A

**46424 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF FEBRUARY 2012.** The Treasurer of Gloucester County submits the bill list for February for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list. Checks will be mailed February 16, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		11-00640
Wallace			X	12-00376 Pg 114 & 115	
Chila	X		X		
Simmons		X	X		11-02258 12-00533 12-00899
Barnes			X		12-00160 12-01043 11-00649
Taliaferro			X		
Damminger			X		

Comments: Freeholder Wallace asked for clarification on 12-01296 (Parker McCay bill for \$8,000.00)

**46425 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT FROM DELL SALES-SLG THROUGH STATE CONTRACT NUMBER A70256 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$250,000.00 FOR THE YEAR 2012.** This resolution is a State Contract purchase that is done annually for Dell Computers/Servers and Laptops through State Contract #A70256. The equipment is purchased for departments throughout the County.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Freeholder Wallace asked how old the computers are before they are replaced. Bill Taylor gave review.

**46426 RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE AND POSTAGE SUPPLIES THROUGH STATE CONTRACT NUMBER A75237 FROM PITNEY BOWES FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$120,000.00 FOR CALENDAR YEAR 2012.** Resolution authorizing an Agreement with Pitney Bowes to supply postage and postage supplies to the County of Gloucester through state contract number A75237 for the year of 2012. The postage is used for all county departments outgoing mail on a daily basis including general, bulk, and misc. mail.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46427 RESOLUTION AUTHORIZING A CONTRACT WITH CIVIL SOLUTIONS – A DIVISION OF ADAMS, REHMAN AND HEGGAN ASSOCIATES, FOR THE PROVISION OF ENGINEERING SERVICES FOR TAX MAP MAINTENANCE AND UPDATES FOR THE COUNTY OF GLOUCESTER FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE AWARD OF THE CONTRACT, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$379,272.60.** Resolution authorizing the execution of a professional services contract with Civil Solutions – A Division of Adams, Rehman and Heggan Associates, for the provision of engineering services for Tax map maintenance and updates for the County of Gloucester, as per RFP #012-017, for a period of one year from the date of the award of the contract, which contract shall be open ended, for a minimum of amount of zero and maximum contract amount of \$379,272.60.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46428 RESOLUTION AUTHORIZING THE APPOINTMENT OF WILLIAM PACKER AND FRANK DIMARCO TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER.** There currently exists two vacancies due to the resignations of Adam Taliaferro and Leona Mather and the Board wishes to fill those vacancies.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46429 RESOLUTION TO AUTHORIZE THE FORMATION OF A PUBLIC SAFETY COMMUNICATIONS EXPLORATORY COMMITTEE.** Resolution to create a Public Safety Communication Exploratory Committee to explore digital communications and radio frequency bandwidth interference to First Responders in field such as police and EMS personnel with regional Counties and Municipalities.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC  
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER BARNES**

**46430 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTER FOR FAMILY SERVICES TO ADMINISTER SPENDING OF CDBG PUBLIC FACILITY FUNDS IN AN AMOUNT OF \$75,000.00, FROM FEBRUARY 15, 2012 TO FEBRUARY 14, 2013.** The County of Gloucester is requesting the Execution of a Subrecipient Agreement with The Center for Family Services in the amount of \$75,000.00. The Center for Family Services has been serving homeless and disadvantaged youth in the Southern Region of New Jersey and Gloucester County since 1977. CFS has relocated its residential treatment component for boys aged 12-19 years old to the facility located in Clayton. The approved project is a public facilities improvement activity to provide CDBG capital funding for the installation of a fire suppression system to meet the requirements of the NJ Department of Children and Families. CDBG funding will be authorized for hard costs of material and labor only. The residential facility is currently full at the annual occupancy rate of 98% to serve Gloucester County children. The amount of this agreement is \$75,000.00 and the term is for one (1) year commencing February 15, 2012 and commencing February 14, 2013. It is anticipated that this project will be completed by the Summer of 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46431 RESOLUTION ESTABLISHING A FOUR-TON WEIGHT LIMIT ON COUNTY ROUTE 694 A/K/A LAKE AVENUE-FRANKLIN STREET IN THE BOROUGH OF SWEDESBORO AND TOWNSHIP OF WOOLWICH.** The Resolution will establish a Four-Ton weight limit on County Route 694 a/k/a Lake Avenue-Franklin Street in the Borough of Swedesboro and Township of Woolwich. Truck traffic volumes and safety concerns warrant this action. Specifically, the prohibition's based upon the inability of trucks to safely maneuver through a series of curves along CR 694. An alternate truck route is available, using Kings Highway (CR 551) and Glen Echo Avenue (CR 538). The recent County Bridge Replacement at Glen Echo Avenue (CR 538) over Narriticon Run, as well as intersection improvements to Glen Echo Avenue (CR 538) at Kings Highway (CR 551) [traffic signal], and Glen Echo Avenue/Franklinville Road (CR 538) with Lake Avenue/Monroeville Road (CR 694) [all-way stop], allows now for permitted the establishment of the alternate truck route, and proposed truck prohibition.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46432 RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER INCREASE #01-FINAL WITH SOUTH STATE, INC. IN THE AMOUNT OF \$15,422.00.** The Resolution will authorize a Contract Change Order Increase #01-Final, with South State, Inc. (P.O. Box 68, Bridgeton, NJ 08302) for Supplemental items including lowering junction boxes and guide rail end treatments; and for increases and decreases in items based on actual field conditions, all in association with the Project "Resurfacing and Safety Improvements to Greentree Road/County Route 651, from Chapel Heights Road (CR 639) to Egg Harbor Road (CR 630) in the Township of Washington, Gloucester County, as per Federal Project Number FS-C00S(111) ARRA Federal Stimulus Project, Engineering Project #10-08FA", in the amount of \$15,422.00. This Project entailed milling and resurfacing with 3" of HMA surface course on Greentree Road, County Route 651, from Chapel Heights Road (CR 639) to Egg Harbor Road (CR 630) in the Township of Washington. The project also included the installation of new long life traffic stripes, raised pavement markers, along with the resetting/replacement of existing signs. Pedestrian Signal Heads with

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace				X	
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46433 RESOLUTION AUTHORIZING THE SALE OF TWO (2) PROPERTIES CURRENTLY OWNED BY THE COUNTY OF GLOUCESTER, NO LONGER NEEDED FOR ANY PUBLIC PURPOSE, DESIGNATED AND KNOWN AS FOLLOWS: TAX BLOCK 22, LOTS 2 & 3, TOWNSHIP OF HARRISON.** This Resolution Authorizes the sale of two (2) properties currently owned by the County of Gloucester, no longer needed for any public purpose, designated and known as follows: Tax Block 22, Lots 2 & 3, Township of Harrison. This Resolution will authorize the sale of two (2) properties currently owned by the County of Gloucester ("County"), and no longer needed for any public purpose or use, which said properties are known as Tax Block 22, Lots 2 & 3, both in the Township of Harrison (hereinafter collectively the "Properties"). The properties will be sold consistent with the terms and provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq. The Local Lands and Building Law requires authorization by the Freeholder Board to offer the Properties for sale; and allows for the fixing of a minimum sale price, but only if the Freeholder Board desires to do so. The Resolution here does not provide for a minimum sale price for any of the Properties, but rather in accordance with the Local Lands and Building Law, provides that the highest bid may be accepted by the Freeholder Board, or all bids may be rejected. Upon approval of the Resolution, notices can be issued, publication made, and an auction scheduled for sale of the Properties.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF HEALTH & EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER SIMMONS**

**46434 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER THROUGH ITS DEPARTMENT OF HEALTH AND SENIOR SERVICES TO ENTER INTO CONTRACTS WITH THE FOLLOWING ENTITIES FROM JANUARY 1, 2012 TO DECEMBER 31, 2012:**

ENTITY	MAXIMUM CONTRACT AMOUNT
GLOUCESTER COUNTY DEPARTMENT OF HEALTH, EDUCATION/DISABILITY & SENIOR SERVICES	\$49,000.00;
GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	\$132,245.00;
ALL ABOUT CARE, LLC	\$85,300.00;
GLOUCESTER COUNTY DEPARTMENT OF HUMAN SERVICES	\$81,127.00;
GLOUCESTER COUNTY DEPARTMENT OF HEALTH	\$21,500.00;

These resolutions authorize the execution of Agreements, awarded by R.F.P., for the provision of various programs for the seniors of Gloucester County for the period January 1, 2012 and concluding December 31, 2012 as follows: Gloucester County Department of Health, Education, Education/Disability & Senior Services, 1340 Tanyard Road, Sewell, N.J. 08080, for the provision of the Blind/Visually Impaired Program (#070) for a minimum contract amount of zero and a maximum contract amount of \$49,000.00 (Grant Funds \$36,600.00 (SSBG); Local Public Match \$12,200.00; Estimated Client Donations \$200.00); Gloucester County Division of Social Services, 400 Hollydell Drive, Sewell, N.J. 08080, for the provision of the Adult Protective Services Program (#065) for a minimum contract amount of zero and a maximum contract amount of \$132,245.00 (Grant Funds \$97,576.00 (APS); Local Public Match \$34,669.00); All About Care LLC., 870 Mantoloking Road, Brick, N.J. 08723, for the provision of the Personal Care/Homemaker Services Program (# 086) for a minimum contract amount of zero and a maximum contract amount of \$47,600.00 (Grant Funds \$47,500 (IIIB); Estimated Client Donations \$100.00); All About Care LLC., 870 Mantoloking Road, Brick, N.J. 08723, for the provision of the Housekeeping Services Program (#087) for a minimum contract amount of zero and a maximum contract amount of \$9,600.00.00 (Grant Funds \$9,500.00 (IIIB); Estimated Client Donations \$100.00); All About Care LLC., 870 Mantoloking Road, Brick, N.J., 08723, for the provision of the Auxiliary Personal Care Services Program (#085) for a minimum contract amount of zero and a maximum contract amount of \$28,100.00 (Grant Funds \$17,500.00 (III E)-\$10,500.00 (III E State Match); Estimated Client Donations \$100.00); Department of Human Services, 115 Budd Blvd, West Deptford, N.J. 08096, for the provision of the Non-Emergency Medical Transportation Program (# 003) for a minimum contract amount of zero and a maximum contract amount of \$40,940.00 (Grant Funds \$39,000.00 (IIIB); Local Public Match \$1,440.00; Estimated Client Donation \$500.00); Department of Human Services, 115 Budd Blvd, West Deptford, N.J. 08096, for the

provision of the Blind/Visually Impaired Transportation Program (#035) to the elderly on behalf of the Gloucester County Division of Senior Services for a minimum contract amount of zero and a maximum contract amount of \$11,600.00 (Grant Funds \$11,500.00 (IIIB); Estimated Client Donation \$100.00); Department of Human Services, 115 Budd Blvd, West Deptford, N.J. 08096, for the provision of the Escorted Transportation Program (#060) for a minimum contract amount of zero and a maximum contract amount of \$28,587.00 (Grant Funds \$25,667.00 (SHTP); Local Public Match \$2,820.00; Estimated Client Donation \$100.00); Department of Health, 204 East Holly Ave., Sewell, N.J. 08080, for the provision of the Physical Health-Tai Chi & P.A.C.E. (People with Arthritis Can Exercise) Program (#008) for a minimum contract amount of zero and a maximum contract amount of \$8,730.00 (Grant Funds \$2,060.00 (IIIB)-\$2,064.00. (IIID); Local Public Match \$4,506.00; Estimated Client Donations \$100.00); Gloucester County Department of Health, 204 East Holly Ave., Sewell, N.J. 08080, for the provision of the Senior Health Connection Program (#009) for a minimum contract amount of zero and a maximum contract amount of \$12,770.00 (Grant Funds \$11,870.00. (IIID); Local Public Match \$800.00; Estimated Client Donations \$100.00) to the elderly on behalf of the Gloucester County Division of Senior Services. All contracts are contingent upon grant funding under the Area Plan Grant awarded by the New Jersey Department of Health and Senior Services.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF PUBLIC SAFETY,  
VETERANS AFFAIRS & ELECTIONS**

**DEPUTY DIRECTOR CHILA  
FREEHOLDER TALIAFERRO**

**46435 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER AIDED DISPATCH CONSOLES FROM XYBIX SYSTEMS, INC. FOR THE GLOUCESTER COUNTY COMMUNICATION CENTER BACKUP SITE IN THE TOTAL AMOUNT OF \$243,498.95 FROM THE FY09 HOMELAND SECURITY GRANT PROGRAM.** Resolution authorizing purchase of computer aided dispatch consoles for the backup Communication Center in Clarksboro from Xybix Systems, Inc. The Contract amount of \$243,498.95 will be from GSA Purchase # GS-27F-0028X from Homeland Security and Preparedness.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

**46436 RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MISSION CENTERED SOLUTIONS FOR THE PROVISION OF INCIDENT LEADERSHIP TRAINING, FOR A TOTAL AMOUNT OF \$24,900.00 FROM THE FY09 HOMELAND SECURITY GRANT.** Resolution authorizing a contract with Mission-Centered Solutions, Inc., for the Incident Leadership All-Hazards Training Course, as per RFP# 012-015, for a total contract amount of \$24,900.00 from the FY09 Homeland Security and Preparedness. Rowan University has agreed to host this training during the week of March 12<sup>th</sup> – 16<sup>th</sup> at no charge.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

**46437 RESOLUTION APPROVING THE COUNTY OF GLOUCESTER CONTINUITY OF OPERATIONS PLAN STANDARD OPERATING PROCEDURE.** Resolution to approve and the Continuity of Operations Plan Standard Operating Procedure to the New Jersey Office of Emergency Management. The Continuity of Operations Plan Standard Operating Procedure provides continuity of operations and continued command and control for a local (building specific) threat/event and a regional threat/event.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF SOCIAL &  
HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR CHILA**

**46438 RESOLUTION AUTHORIZING A CONTRACT WITH CENTER FOR FAMILY SERVICES, INC., FOR THE PROVISION OF A SUBSTANCE ABUSE EVALUATION AND OUTPATIENT TREATMENT PROGRAM FOR JUVENILES REFERRED BY THE FAMILY COURT, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$30,000.00, FROM JANUARY 1, 2012 TO DECEMBER 31, 2012.** Resolution authorizing the contract with Center for Family Services, Inc., to provide a substance abuse evaluation and outpatient treatment program for juveniles referred by the Family Court. The youth referred to this program are involved with the Family Court and meet in a weekly group, after an extensive substance abuse evaluation to determine level of treatment needed. Treatment length is determined by the individuals' progress in the group and ability to stay clean and sober. The contract funding is a grant from the NJ Juvenile Justice Commission, administered through the County Youth Services Commission, and was awarded pursuant to the County's fair and open procurement process by RFP #012-002-YSC-03.

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46439 RESOLUTION AUTHORIZING EXECUTION OF DOCUMENTS REGARDING A CONTRACT MODIFICATION BETWEEN THE COUNTY OF GLOUCESTER AND THE NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS, REFLECTING ADDITIONAL FUNDS FOR PROGRAM YEAR 2012 IN THE FORM OF ADMINISTRATIVE FUNDS, BEGINNING JANUARY 1, 2012 TO JUNE 30, 2012, IN THE TOTAL AMOUNT OF \$15,500.00.** The Division of Transportation Services under the Department of Human Services is requesting authorization for the Freeholder Director to sign any and all documents to modify the grant agreement with the Department of Military & Veterans Affairs in the amount of \$15,500.00, resulting in a total contract amount of \$48,500.00 (original grant amount \$33,000.00), from January 1, 2012 to June 30, 2012. The grant agreement is for the provision of paratransit-type services to eligible veterans of Gloucester County for transport to the VA Hospital in Philadelphia, VA Hospital in Elsmere, Delaware and the VA Clinic in Sewell.

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger					X

Comments: N/A

**46440 RESOLUTION AUTHORIZING EXECUTION OF ALL DOCUMENTS PERTAINING TO THE 2012 UNIVERSAL SERVICE FUND CWA ADMINISTRATION GRANT FROM JULY 1, 2011 TO JUNE 30, 2012, AND ACCEPTANCE OF THE GRANT FUNDS IN THE TOTAL AMOUNT OF \$6,662.00.** The Division of Social Services requests authorization of the Freeholder Director to execute any and all documents pertaining to the Universal Service Fund-CWA Administration 2012 grant agreement, #2012-05134-0146-00 for the period 07/01/2011-06/30/2012, and acceptance of the funds for this agreement in an amount not to exceed \$6,662.00. This program provides for various administration costs, including but not limited to: the processing of all requests for LIHEAP check replacements generated through the State's FAMIS Computer System; response to client inquiries regarding LIHEAP and the Universal Service Fund; referral of clients to the local community based organization administering the USFHEA program when updates to the database files are needed; provision of encoding of the FAMIS document of each applicant for a heating living arrangement; and, the review of the LIHEAP/USF non-select report for accuracy.

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46441 RESOLUTION AUTHORIZING EXECUTION OF ALL DOCUMENTS PERTAINING TO THE 2012 LIHEAP CWA ADMINISTRATION GRANT FROM OCTOBER 1, 2011 TO SEPTEMBER 30, 2012, AND ACCEPTANCE OF THE GRANT FUNDS IN THE TOTAL AMOUNT OF \$11,843.00.** The Division of Social Services requests the authorization of the Freeholder Director to execute any and all documents pertaining to the LIHEAP-CWA Administration 2012 grant agreement, #2012-05139-0192-00 for the period 10/01/2011-09/30/2012, and acceptance of the funds for this agreement in an amount not to exceed \$11,843.00. This program provides for various administration costs, including, but not limited to: the processing of all requests for LIHEAP check replacements generated through the State's FAMIS Computer System; response to client inquiries regarding LIHEAP and the Universal Service Fund; referral of clients to the local community based organization administering the USFHEA program when updates to the database files are needed; provision of encoding of the FAMIS document of each applicant for a heating living arrangement; and, the review of the LIHEAP/USF non-select report for accuracy

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF GOVERNMENT  
SERVICES**

**FREEHOLDER WALLACE  
FREEHOLDER SIMMONS**

**46442 RESOLUTION AUTHORIZING THE ISSUANCE OF REQUEST FOR PROPOSALS PURSUANT TO THE COMPETITIVE CONTRACTING PROVISIONS OF THE NEW JERSEY LOCAL PUBLIC CONTRACTS LAW FOR THE PROCUREMENT OF MEDICAL SERVICES FOR INMATES OF THE GLOUCESTER COUNTY JAIL.** This Resolution authorizes the County to use competitive contracting in lieu of public bidding for procurement of specialized goods and services the price of which exceeds the bid threshold for the purchase of medical services for inmates of the Gloucester County Jail pursuant to the New Jersey Local Public Contracts Law N.J.S.A. 40A:11-4.1 et seq.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46443 RESOLUTION AUTHORIZING GRANT APPLICATION TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM/WITNESS ADVOCACY FOR THE SEXUAL ASSAULT RESPONSE TEAM/SEXUAL ASSAULT NURSE EXAMINERS GRANT, FROM OCTOBER 1, 2011 TO SEPTEMBER 30, 2012, IN THE TOTAL AMOUNT OF \$91,250.00.** This grant application is for continuation funding for SART/SANE Coordinator, part-time, 24 hours per week to coordinate schedules, in-service, new SANE nurse orientations, etc., including program management at both Underwood-Memorial and at JFK Hospitals and all related duties. The Coordinator also participates in the Sexual Assault Response Team (SART) consisting of Gloucester County Law Enforcement, a SERV Rape Care Advocate and a certified Sexual Assault Nurse Examiner (SANE). The SANE grant also provides funds for on-call (24/7) and examination fees for forensic exams by SANE nurses to victims of sexual assault, equipment and training costs. The physical examine equipment is paid for with these grant funds. The victims are provided educational SART brochures and clothing paid for under this grant.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A



**DEPARTMENT OF PARKS & LAND  
PRESERVATION**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**46444 RESOLUTION AUTHORIZING AN AMENDMENT TO THE GLOUCESTER COUNTY PLANNING INCENTIVE GRANT WITH THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION - GREEN ACRES PROGRAM IN THE AMOUNT OF AN ADDITIONAL \$900,000.00 FOR A NEW TOTAL GRANT AGREEMENT AMOUNT OF \$7,650,000.00.** This resolution is required in order for Gloucester County to receive \$900,000.00 in reimbursement funds for its Open Space Preservation Program from the New Jersey Green Acres Program. In 2011 the New Jersey Legislature appropriated funding for various Green Acres/Open Space initiatives throughout the State, of which Gloucester County was awarded \$900,000.00 in reimbursement expenses by Green Acres for previous open space acquisitions. In order to secure this reimbursement, the Board of Chosen Freeholders is required to approve this resolution authorizing an amendment to the County's Planning Incentive Grant Agreement with Green Acres. The amendment recognizes this \$900,000.00 in additional funding, bringing the total amount of Green Acres funding to \$7,650,000.00 since the Agreement was first authorized in September 2000. The amendment also requires an update to the County's Recreation and Open Space Inventory, which has already been completed, and shows the County's total amount of preserved open space at more than 3,160 acres.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

**Old Business**

**New Business**

Public Portion (time limit of five (5) minutes per person)

**OPEN**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Lorraine Beckett from Mantua spoke about Heart of New Jersey Program. She thanked the Freeholder Board for their support.

**CLOSE**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**Adjournment 8:19PM**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

February 1, 2012



REGULAR MEETING  
Page 1  
CLOSED SESSION

The closed session was convened at 8:34 pm with all Freeholders in attendance. Also present were Administrator Bruner, Deputy Administrator White, and Chief Counsel Lyons.

The item for discussion was the matter of Jabez Cooney, a minor, through his parents and natural guardians, Elease Ellis-Cooney and Jerome Cooney v. La Petite Academy and County of Gloucester, et al. The child was injured at Atkinson Park. Chief Counsel Lyons said we won in arbitration. Judge Hoffman is recommending that the County settle for \$5,000. Chief Counsel Lyons said it is going to cost more than \$5,000.00 to try the case. The Board had no objection to going to trial.

There being no other business to discuss in this closed session, the meeting was adjourned at 8:48 pm.

A handwritten signature in cursive script, reading "Robert N. Dilella".

ROBERT N. DILELLA, CLERK

**PROCLAMATION HONORING THE STUDENTS OF  
MONONGAHELA MIDDLE SCHOOL PARTICIPATING IN  
THE 2012 JOB SHADOW PROGRAM**

*WHEREAS, the Monongahela Middle School coordinates Groundhog Job Shadow Day for its eighth grade students each year; and*

*WHEREAS, this year's Job Shadow day is February 2, 2012; and*

*WHEREAS, Job Shadowing is an opportunity for students to be exposed to various career options, including options that they otherwise might not have the chance to explore; and*

*WHEREAS, the students that participate are chosen based on their academic excellence; and*

*WHEREAS, these students will acquire an up close look at the world of work by spending a day with mentors; and*

*WHEREAS, the students will learn the value of schooling for their future in the work force; and*

*NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby recognize and commend the students of Monongahela Middle School for your academic excellence, thinking about your future, and exploring your career options.*

*IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7<sup>th</sup> day of March, 2012.*

\_\_\_\_\_  
*Robert M. Damminger*  
*Freeholder Director*

\_\_\_\_\_  
*Giuseppe (Joe) Chila*  
*Freeholder Deputy Director*

\_\_\_\_\_  
*Lyman Barnes*  
*Freeholder*

\_\_\_\_\_  
*Vincent H. Nestore Jr.*  
*Freeholder*

\_\_\_\_\_  
*Heather Simmons*  
*Freeholder*

\_\_\_\_\_  
*Adam J. Taliaferro*  
*Freeholder*

\_\_\_\_\_  
*Larry Wallace*  
*Freeholder*

Attest: \_\_\_\_\_  
*Robert N. DiLella, Clerk*

## DECLARING THE MONTH OF MARCH AS DEVELOPMENTAL DISABILITIES AWARENESS MONTH IN GLOUCESTER COUNTY, NJ

*WHEREAS, developmental disabilities affect more than 200,000 New Jersey children and adults and their families; and*

*WHEREAS, public awareness and education enhances a community's understanding of the issues affecting people with developmental disabilities; and*

*WHEREAS, individuals with developmental disabilities can be vital and vibrant members of our communities, improving the quality of life for us all; and*

*WHEREAS, in 1987, President Ronald Reagan declared March as National Developmental Disabilities Awareness Month, calling for people to provide understanding, encouragement, and opportunities to help people with developmental disabilities to lead productive and fulfilling lives; and*

*WHEREAS, throughout the year and particularly in the month of March, more than 140,000 members and 700 chapters of The Arc undertake public awareness, educational, fundraising, and service initiatives to promote and protect the human rights of people with developmental disabilities across the nation; and*

*WHEREAS, The Arc Gloucester is committed to providing support to families and individuals in Gloucester County, as its members have shown over 55 years of dedicated service; and*

**NOW THEREFORE, BE IT PROCLAIMED,** that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe 'Joe' Chila, Lyman Barnes, Vincent Nestore, Heather Simmons, Adam Taliaferro and Larry Wallace do hereby declare the month of March, 2012, as **Developmental Disabilities Awareness Month.**

**IN WITNESS WHEREOF,** the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7<sup>th</sup> Day of March, 2012.

\_\_\_\_\_  
Robert M. Damming  
Freeholder Director

\_\_\_\_\_  
Giuseppe 'Joe' Chila  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Vincent H. Nestore Jr  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

\_\_\_\_\_  
Adam J. Taliaferro  
Freeholder

\_\_\_\_\_  
Larry Wallace  
Freeholder

ATTEST:

\_\_\_\_\_  
Robert N. DiLella, Clerk

# WELCOME HOME

## SPC Christopher Bixby

**WHEREAS**, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home **Christopher Bixby**, from his deployment in Afghanistan. A welcome home celebration is being held by family and friends at his home with his wife, Brandy and son, Kyle Lee Bixby, 456 Salter Court, Glassboro, New Jersey on Saturday, February 11, 2012; and

**WHEREAS**, **Christopher Bixby** was raised by his mother Joanne Bixby and is a graduate of Glassboro High School. Christopher enlisted in the New Jersey Army National Guard in 2008 at the age of 33 to serve his country and was called to duty in August 2010; and

**WHEREAS**, **Christopher** is currently a Military Police Officer with the 328<sup>th</sup> MP Company out of Cherry Hill, New Jersey and an Alarm Technician for Vector Security in civilian life. **Christopher** is attending Rowan University to finish his Bachelor's Degree in Criminal Justice; and

**WHEREAS**, during his deployment in Afghanistan from January 2011 to January 2012 **SPC Bixby** earned the **Army Commendation Medal** for exceptional achievement serving with the Joint Task Force in Afghanistan and the **Afghanistan Campaign Medal**. Previously, he earned the **Army Achievement Medal** for his untiring dedication, demonstrated motivation and enthusiasm during training at Fort Indian Town Gap, Pennsylvania, the **National Defense Medal** and the **Global War on Terrorism Medal**; and

**WHEREAS**, the Board of Chosen Freeholders would like to pay tribute to **SPC Bixby** and all those servicemen and servicewomen who heroically and gallantly serve their country; and

**WHEREAS**, the Board of Chosen Freeholders would also like to honor the valiant families of our servicemen and servicewomen who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **are honored to welcome home SPC Christopher Bixby and extend our heartfelt thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free. We are proud of you and are humble in our praise of your efforts.**

**IN WITNESS WHEREOF**, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 11<sup>th</sup> day of February, 2012.

\_\_\_\_\_  
Robert M. Damming  
Freeholder Director

\_\_\_\_\_  
Giuseppe (Joe) Chila  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Vincent H. Nestore, Jr.  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

\_\_\_\_\_  
Adam J. Taliaferro  
Freeholder

\_\_\_\_\_  
Larry Wallace  
Freeholder

Attest: \_\_\_\_\_  
Robert N. DiLella, Clerk

P4

~ In Recognition of ~  
**Patrick George**  
**Achieving Rank of Eagle Scout**

**WHEREAS**, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Patrick George** on his achievements as a member of the Boy Scouts of America, Troop 13; and

**WHEREAS**, in reaching his goal of Eagle Scout, **Patrick George** achieved the ranks of Tenderfoot in May 2007, Second Class in December 2007, First Class in February 2008, Star in June 2008, Life in January 2009 and has distinguished himself by earning the "**Rank of Eagle Scout**", the highest award offered by the Boy Scouts of America on November 7, 2011; and

**WHEREAS**, while in the Boy Scouts, **Patrick's** accomplishments include, but are not limited to becoming proficient in marksmanship, hiking, camping, swimming, first aid, CPR and cycling. He has earned 40 Merit Badges, 20 of which qualify for Eagle Scout; and

**WHEREAS**, **Patrick George** entered the Brotherhood of the Order of the Arrow in June, 2008. He has held the leadership positions of Quartermaster, Assistant Patrol Leader, Patrol Leader and Assistant Senior Patrol Leader; and

**WHEREAS**, in addition to Scouting **Patrick** has been involved in many varied activities in his School, his Church and the Local Community, including his membership in the National Honor Society, Model United Nations Debate Team, Marching Band, Co-Chair of the Catholic Scouting Retreat, achieving his 3<sup>rd</sup> Degree Black Belt, and is a self-published author; and

**WHEREAS**, **Patrick George** exhibited his commitment to public service by selecting as his Eagle Scout project the construction of a beautiful seating area for High Hill Park located in Woolwich Township, New Jersey. He spent over 44 hours on this project and demonstrated his leadership qualities by supervising other Scouts and adult volunteers in enclosing the area with landscape timbers, mulch, planting shrubbery, constructing and installation of two benches and erecting a flagpole for our country's colors to proudly fly; and

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby **do hereby honor and recognize Patrick George for his leadership, personal achievements and dedicated service to his community.**

**IN WITNESS WHEREOF**, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 3<sup>rd</sup> day of March, 2012.

\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

\_\_\_\_\_  
Giuseppe (Joe) Chila  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Vincent H. Nestore, Jr.  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

\_\_\_\_\_  
Adam J. Taliaferro  
Freeholder

\_\_\_\_\_  
Larry Wallace  
Freeholder

Attest: \_\_\_\_\_  
Robert N. DiLella, Clerk

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. \_\_\_\_\_

**BOND ORDINANCE AUTHORIZING THE  
CONSTRUCTION OF VARIOUS CAPITAL  
IMPROVEMENTS AND THE ACQUISITION OF VARIOUS  
PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF  
GLOUCESTER, NEW JERSEY; APPROPRIATING THE  
SUM OF \$10,242,346 THEREFORE; AUTHORIZING THE  
ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND  
ANTICIPATION NOTES OF THE COUNTY OF  
GLOUCESTER, NEW JERSEY IN THE AGGREGATE  
PRINCIPAL AMOUNT OF UP TO \$4,603,000; MAKING  
CERTAIN DETERMINATIONS AND COVENANTS; AND  
AUTHORIZING CERTAIN RELATED ACTIONS IN  
CONNECTION WITH THE FOREGOING**

**BE IT ORDAINED** by the Board of Chosen Freeholders of the County of Gloucester, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

**Section 1.** The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the County of Gloucester, New Jersey ("County").

**Section 2.** It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the County from all sources for the purposes stated in Section 7 hereof is \$10,242,346;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$4,603,000; and
- (c) a down payment in the amount of \$183,192 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, N.J.S.A. 40A:2-11.

**Section 3.** The sum of \$4,603,000, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$183,192, which amount represents the required down payment, together with state and federal grants in the amount of \$5,456,154, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

**Section 4.** The issuance of negotiable bonds of the County in an amount not to exceed \$4,603,000 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

**Section 5.** In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the County in an amount not to exceed \$4,603,000 is hereby authorized. Pursuant to the Local Bond Law, the County Treasurer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The County Treasurer is hereby directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

**Section 6.** The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of \$950,000.

**Section 7.** The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the amount of grants for each said purpose; the maximum amount of obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Reconstruction and/or Renovation to various Gloucester County College Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	\$1,200,000	\$0	\$0	\$1,200,000	15 years
B.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	793,592	40,592	0	753,000	15 years
C.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	3,404,154	72,000	1,983,154	1,349,000	10 years
D.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	\$3,320,000	\$5,000	\$3,220,000	\$95,000	10 years
E.	Construction, Reconstruction and/or Repair of various Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	403,000	8,000	253,000	142,000	20 years
F.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	168,000	9,000	0	159,000	5 years
G.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	100,000	5,000	0	95,000	5 years
H.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	210,000	11,000	0	199,000	5 years



	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
I.	Purchase of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	643,600	32,600	0	611,000	10 years
	<b>TOTAL</b>	<b>\$10,242,346</b>	<b>\$183,192</b>	<b>\$5,456,154</b>	<b>\$4,603,000</b>	

**Section 8.** The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes authorized for said several purposes, is not less than 11.93 years.

**Section 9.** Grants or other monies received from any governmental entity, in addition to those described in Section 7 above, will be applied to the payment of, or repayment of, obligations issued to finance, the costs of the purposes described in Section 7 above.

**Section 10.** The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the County, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by \$4,603,000 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

**Section 11.** The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the County shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

**Section 12.** The Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk of the Board of Chosen Freeholders and available for inspection.

**Section 13.** The County hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the County prior to the issuance of such bonds or bond anticipation notes.

**Section 14.** The County hereby covenants as follows:

- (a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by this Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;
- (b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;
- (c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;
- (d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

- (e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

**Section 15.** The improvements authorized hereby are not current expenses and are improvements that the County may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

**Section 16.** All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

**Section 17.** In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

**Date of Introduction:**        **March 7, 2012**

**Date of Final Adoption:**    **April 4, 2012**

**RESOLUTION TO EXCEED THE COUNTY BUDGET TAX LEVY LIMITS AND  
TO ESTABLISH A CAP BANK FOR GLOUCESTER COUNTY CALENDAR  
YEAR 2012 IN ACCORDANCE WITH N.J.S.A. 40A: 4-45.14**

**WHEREAS**, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a County shall limit any increase in said budget to 2.5% unless authorized by resolution to increase it to 3.5% over the previous year's tax levy, subject to certain exceptions; and,

**WHEREAS**, N.J.S.A. 40A: 4-45.15b provides that a County may, when authorized by resolution, appropriate the difference between the amount of its actual tax levy and the 3.5% percentage rate as an exception to its tax levy in either of the next two succeeding years; and,

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester finds it advisable and necessary to increase its CY 2012 budget by up to 3.5% over the previous year's tax levy, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the Board of Chosen Freeholders hereby determines that a 3.5 % increase in the budget for said year, amounting to \$957,904.00 in excess of the \$2,394,760.00 increase in tax levy otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

**WHEREAS**, the Board of Chosen Freeholders hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to tax levy in either of the next two succeeding years.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2012 budget year, the tax levy of the County of Gloucester shall, in accordance with this resolution and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$3,352,664.00, and that the CY 2012 County budget for the County of Gloucester be approved and adopted in accordance with this resolution; and,

**BE IT FURTHER RESOLVED**, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to tax levy in either of the next two succeeding years; and,

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution shall be filed with the Director of the Division of Local Government Services within five (5) days of introduction, said Resolution to be presented to the Gloucester County Board of Chosen Freeholder at the regular meeting to be held on March 7, 2012; and

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution upon adoption, with the recorded vote included thereon, shall be filed with said Director within five (5) days after such public hearing and adoption, scheduled for March 21, 2012.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

	<u>Moved</u>	<u>Seconded</u>	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Director Damminger	_____	_____	_____	_____	_____	_____
Deputy Director Chila	_____	_____	_____	_____	_____	_____
Freeholder Simmons	_____	_____	_____	_____	_____	_____
Freeholder Barnes	_____	_____	_____	_____	_____	_____
Freeholder Wallace	_____	_____	_____	_____	_____	_____
Freeholder Nestore	_____	_____	_____	_____	_____	_____
Freeholder Taliaferro	_____	_____	_____	_____	_____	_____

**CERTIFICATION**

I, ROBERT N. DILELLA, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that this a true copy of the Resolution duly adopted at a meeting of the Board of Chosen Freeholders held on the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

A1

**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF  
CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS  
THE STATUS OF AND POSSIBLE SETTLEMENT OF LITIGATION  
ENTITLED COUNTY OF GLOUCESTER V. AMERICAN ATLANTIC  
COMPANY, DOCKET NO. BUR-L-3641-09**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et. seq.; and

**WHEREAS**, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

**WHEREAS**, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12(b)(7), which items are recognized as requiring confidentiality due to pending litigation; and

**WHEREAS**, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12(b)(7).

**NOW, THEREFORE BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, pursuant to the Open Public Meetings Act of the State of New Jersey that:

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on **March 7, 2012**;
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of the litigation matter entitled County of Gloucester v. American Atlantic Company, Docket No. BUR-L-3641-09.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, March 7, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**

A2

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF  
THE WORKERS' COMPENSATION CLAIMS OF PETITIONERS,  
WILLIAM FOX V. GLOUCESTER COUNTY, C.P. NO. 2011-21000;  
AND, BRIAN EVANS V. GLOUCESTER COUNTY,  
C. P. NOS. 2010-2696 AND 2010-24543**

**WHEREAS**, the Petitioners, William Fox and Brian Evans, have filed claims against the County of Gloucester with the State of New Jersey, Department of Labor, Division of Workers' Compensation; and

**WHEREAS**, the parties through Legal Counsel have reached a proposed resolution of the matters, said proposal having been received by the Court for reasonableness.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that disposition of the claims filed by the herein mentioned Petitioners are hereby authorized as follows:

<u>Claimant</u>	<u>Petition No(s).</u>	<u>Award Amt.</u>	<u>Event</u>
William Fox	2011-21000	\$ 6,590.00	Mowing
Brian Evans	2010-2696 & 2010-24543	\$ 6,200.00	Inmate altercation

**BE IT FURTHER RESOLVED** that the appropriate legal representative of the County is hereby authorized to execute such documents as shall be necessary to effectuate the dispositions as set forth hereinabove.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, March 7, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**

**RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING AND CONSENTING TO FINANCING THE COSTS OF THE ACQUISITION, DESIGN, CONSTRUCTION AND EQUIPPING BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY OF A NEW CELL 11B AND OTHER CAPITAL IMPROVEMENTS AT THE GLOUCESTER COUNTY SOLID WASTE COMPLEX LOCATED IN THE TOWNSHIP OF SOUTH HARRISON, GLOUCESTER COUNTY, NEW JERSEY THROUGH THE ISSUANCE OF COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2012) BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO PROVIDE FINANCING FOR SUCH PROJECT**

**WHEREAS**, The Gloucester County Improvement Authority ("Authority") has been duly created by resolution of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") as a public body corporate and politic of the State of New Jersey ("State") pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (*N.J.S.A. 40:37A-44 et seq.*) ("Act"); and

**WHEREAS**, the Authority is authorized by law, specifically Section 11 of the Act (*N.J.S.A. 40:37A-54(a) and (g)*), to issue its bonds for the purpose of financing the cost of the provision within the County of "public facilities" (as defined in the Act), including the acquisition, construction, maintenance and operation of garbage and solid waste disposal systems for the purpose of collecting and disposing of garbage, solid waste or refuse matter, whether owned or operated by the Authority to accomplish such purpose; and

**WHEREAS**, the Authority owns and operates the Gloucester County Solid Waste Complex ("Complex"), a solid waste landfill located in South Harrison Township in the County; and

**WHEREAS**, the Authority proposes to issue its County Guaranteed Solid Waste Revenue Bonds (Landfill Project, Series 2012) in an aggregate principal amount not exceeding \$5,750,000 ("Series 2012 Bonds") as Additional Bonds (as defined in the hereinafter defined Bond Resolution) pursuant to a bond resolution adopted by the Authority on July 8, 1992, as amended and supplemented by supplemental resolutions adopted on September 9, 1992, January 16, 2003, April 17, 2008, September 17, 2009, and February 16, 2012 (collectively, the "Bond Resolution"), and to apply the net proceeds of the sale of the Series 2012 Bonds to: (i) pay the costs of acquisition, design, construction and equipping of a new Cell 11B at the Complex to increase the waste disposal capacity of the Complex, consisting of, among other things, submission of the New Jersey Department of Environmental Protection permit application for new Cell 11B, and acquisition, design, and construction of other related capital improvements at the Complex consisting of, among other things, groundwater well installation, pump house maintenance, lockout on tanker loading pump station, leachate storage tank repairs, and gas collection system improvements; (ii) fund capitalized interest on the Series 2012 Bonds during the construction period; (iii) fund a deposit to the Bond Reserve Fund established under the Bond Resolution in an amount equal to the Bond Reserve Requirement applicable to the Series 2012 Bonds, if any; (iv) pay County Guaranty Costs including the initial County Guaranty fee; (v) pay certain costs of issuance identified more particularly in the 2012 Supplemental Bond Resolution (as hereinafter defined); and (vi) pay the cost of such other items as shall be set forth in the 2012 Supplemental Bond Resolution (collectively, the "2012 Project"); and

**WHEREAS**, the Series 2012 Bonds shall be direct and special obligations of the Authority payable solely from Revenues (as defined in the Bond Resolution) and all moneys, securities and funds which are held or set aside pursuant to the terms of the Bond Resolution in any funds established and created under the Bond Resolution; subject only to the rights of the Authority to apply amounts for the payment of Operating Expenses (as defined in the Bond Resolution) of the Project (including, but not limited to, the 2012 Project) and/or the right to use

any moneys, securities or funds which are held under the terms of the Bond Resolution for purposes which are authorized therein; and

**WHEREAS**, the Board of the County by guaranty ordinance duly adopted on February 1, 2012 consented to the undertaking of the 2012 Project by the Authority and, in order to provide an inducement to the prospective purchasers of the Series 2012 Bonds to purchase same and to provide security to the Holders (as defined in the Bond Resolution) thereof, agreed, in accordance with Section 37 of the Act (*N.J.S.A. 40:37A-80*), to unconditionally and irrevocably guarantee the punctual payment of the principal of and interest on the Series 2012 Bonds, when due, pursuant to the terms of the County Guaranty (as defined in the Bond Resolution); and

**WHEREAS**, pursuant to *N.J.S.A. 40:37A-56*, the Authority shall not construct or acquire any public facilities until there has been filed with the Authority a copy of a resolution adopted by the Board of the County describing such public facilities and consenting to the construction or acquisition thereof by the Authority; and

**WHEREAS**, the Authority, after investigation and study, has made a detailed report to the Board of the County concerning the 2012 Project, the Series 2012 Bonds and the supplemental resolution adopted by the Authority on February 16, 2012 authorizing the issuance of the Series 2012 Bonds ("2012 Supplemental Bond Resolution"), and the Board of the County desires to satisfy the requirements of *N.J.S.A. 40:37A-56* by means of the adoption of this Resolution; and

**WHEREAS**, the Board of the County has reviewed the report setting forth the nature of the 2012 Project in sufficient detail to enable it to make the necessary findings which are required by *N.J.S.A. 40:37A-56* with respect to the 2012 Project and with respect to the issuance of the Series 2012 Bonds.

**NOW THEREFORE, BE IT RESOLVED**, that:

1. In accordance with *N.J.S.A. 40:37A-56* and all other applicable law, the Board of the County hereby consents to: (i) the undertaking and implementation of the 2012 Project, such 2012 Project constituting "public facilities" (as such term is defined in the Act), as contemplated in and permitted by the provisions of the Act, and the financing thereof by means of the Series 2012 Bonds, the 2012 Supplemental Bond Resolution authorizing the issuance of the Series 2012 Bonds and any other agreements to which the Authority and the County shall be a party and as may be necessary for the issuance by the Authority of the Series 2012 Bonds and/or the financing of the 2012 Project, (ii) the execution and delivery by the Authority and the County of the County Guaranty Agreement (as defined in the Bond Resolution) and any other agreements to which the Authority and the County shall be a party and as may be necessary for the issuance by the Authority of the Series 2012 Bonds and/or the financing of the 2012 Project including the County Guaranty for the Series 2012 Bonds and the payment by the Authority of the initial County Guaranty fee, (iii) the adoption by the Authority of the 2012 Supplemental Bond Resolution (provided that the aggregate principal amount of Series 2012 Bonds authorized and issued thereunder shall not exceed \$5,750,000), and (iv) the issuance, sale and delivery of the Series 2012 Bonds.

2. The Freeholder Director of the Board of the County, the County Administrator, the Deputy County Administrator, the County Treasurer and any designee thereof (each an "Authorized Officer") are each severally authorized to execute and deliver, in the name of the County and on its behalf, any and all documents necessary to effectuate the purposes of this Resolution and the Clerk of the Board of the County and the Deputy Clerk of the Board of the County are each severally authorized to attest to the signature of the Authorized Officers and to affix the seal of the County thereto.

3. This Resolution shall take effect upon adoption in accordance with law.

4. Pursuant to *N.J.S.A. 40:37A-56*, the Clerk of the Board of the County shall file a certified copy of this Resolution, when adopted, with the Authority.



Adopted: March 7, 2012.

**ATTEST:**

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**ROBERT N. DILELLA, Clerk of the  
Board of Chosen Freeholders of the  
County of Gloucester, New Jersey**

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**ROBERT M. DAMMINGER, Director  
Board of Chosen Freeholders of the  
County of Gloucester, New Jersey**

**RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES  
MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6**

**WHEREAS**, there exists a need by the County of Gloucester to approve revisions and additions to the Human Resources Manual; and

**WHEREAS**, the Human Resources Manual seeks to provide uniform operations within each department, increase efficiency, improve employee morale and enhance service to Gloucester County residents; and

**WHEREAS**, nine modifications are being requested:

- HR 1.7 Contagious or Life Threatening Illness: Add this new policy which was adapted from the Municipal Excess Liability Joint Insurance Fund model employment practices. Policy provides clarification on accommodations and confidentiality for employees with contagious diseases or life-threatening illnesses.
- HR 3.9 Exhibit F Employee Termination Checklist: Replace Page 3 which was revised to reflect current payroll/purchasing system.
- HR 6.1 Exhibit Q Leave Request: Replace page. The change separates employee communication from approval process.
- HR 7.16 Conscientious Employee/Whistleblower Protection: Add this new policy which was adapted from the Municipal Excess Liability Joint Insurance Fund model employment practices. Policy explains employee rights and procedures under the Conscientious Employee Protection Act.
- HR 7.16 Exhibit A Employee Complaint Form: Add this new policy which was adapted from the Municipal Excess Liability Joint Insurance Fund model employment practices. Exhibit provides process for filing a complaint relative to the Conscientious Employee Protection Act.
- HR 7.17 Social Network/Media: Add this new policy which seeks to protect the privacy, confidentiality and interests of the County of Gloucester, employees, volunteers, etc. relative to an employee's use of social networking/media.
- HR 7.18 Workplace Violence: Add this new policy which was adapted from the Municipal Excess Liability Joint Insurance Fund model employment practices. Policy addresses the County's position on violence in the workplace.
- HR 9.15 Open Public Meetings Act Procedure concerning Personnel Matters: Add this new policy which was adapted from the Municipal Excess Liability Joint Insurance Fund model employment practices. Policy spells out the regulations pertaining to personnel matters being discussed by a governing body.
- HR 9.16 Continuing Education Procedure: Add this new policy which was adapted from the Municipal Excess Liability Joint Insurance Fund model employment practices. Policy explains continual education practices of the County relative to employee rights, protections, and employment practices.

**WHEREAS**, the revision to the Human Resources Manual has been recommended by the County Administrator and appear to be necessary and appropriate; and

**WHEREAS**, to completely implement the revision to the Human Resources Manual, it is necessary to amend the Gloucester County Administrative Code Section PER-6.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County of Gloucester hereby approves the revisions to the Human Resources Manual and hereby directs the Gloucester County Administrative Code Section PER-6 be amended to reflect the amendment of this manual.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 7, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

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**ROBERT N. DiLELLA,  
CLERK OF THE BOARD**

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<b>CHAPTER:</b>	<b>1 – FUNDAMENTALS</b>	<b>ADOPTED: 3/7/12</b>
<b>SECTION:</b>	<b>7 – CONTAGIOUS OR LIFE THREATENING ILLNESS</b>	<b>REVISED:</b>

The County of Gloucester encourages employees with contagious diseases or life-threatening illnesses to continue their normal pursuits, including work, to the extent allowed by their condition. The County of Gloucester shall make reasonable accommodations to known physical and mental limitations of all employees, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the County of Gloucester. Employees should refer to HR 1.6 Exhibit B to request a reasonable accommodation.

The County of Gloucester will take reasonable precautions to protect such information from inappropriate disclosure, including the following:

- Medical information may be disclosed with the prior written informed consent of the person who is the subject of the information.
- Information may be disclosed without the prior written consent to qualified individuals for the purpose of conducting management audits, financial audits, and program evaluations, but these individuals shall not identify, either directly or indirectly, the person who is the subject of the record in a report or evaluation, or otherwise disclose the person's identity in any manner. Information shall not be released to these individuals unless it is vital to the audit or evaluation.
- Information may be disclosed to the Department of Health as required by State or Federal law.

Managers and other employees have a responsibility to maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information shall be subject to disciplinary action.



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CHAPTER: SECTION:	3 - CHANGES IN EMPLOYMENT & SEPARATION FROM SERVICE	ADOPTED: 11/21/06
	9 - SEPARATION FROM SERVICE	REVISED: 3/7/12

**EXHIBIT F – EMPLOYEE TERMINATION CHECK LIST**

• **Department**

Employee Name	
Termination Date	Position
Department	Department Head

- |  |   |  |                                       |
|--|---|--|---------------------------------------|
| <input type="checkbox"/> County ID                 | <input type="checkbox"/> Tools/Equip  | <input type="checkbox"/> Beeper          | <input type="checkbox"/> Keys         |
| <input type="checkbox"/> Cell Phone                | <input type="checkbox"/> Leave Time   | <input type="checkbox"/> Uniform         | <input type="checkbox"/> Sick Buyback |
| <input type="checkbox"/> Gas Pump Privileges       | <input type="checkbox"/> Where applicable, coordinate deactivation of Palm Security |  |                                       |
| <input type="checkbox"/> Checklist to IT           | <input type="checkbox"/> Checklist to ER (only if applicable)                       | <input type="checkbox"/> Checklist to HR |                                       |
| <br><input type="checkbox"/> Exit Interview Set-Up |   |  |                                       |

Completed by:	Date:
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• **Human Resources**

Employee Name	Department
---------------	------------

☐ Department  
Checklist

☐ IT Checklist

☐ ER Checklist  
(if applicable)

☐ Exit Interview

☐ Workers'  
Compensation  
Clearance

Completed by:	Date:
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- **Information and Technology**

<i>This section to be completed by department.</i>	
Employee Name	
Termination Date	Department

<i>This section to be completed by IT.</i>
--

- |                                  |                                   |                                   |
|----------------------------------|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> Edmunds | <input type="checkbox"/> Internet | <input type="checkbox"/> Hardware |
| <input type="checkbox"/> E-Mail  | <input type="checkbox"/> Network  | <input type="checkbox"/> Software |

Completed by:	Date:
---------------	-------

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- **Emergency Response**

<i>This section to be completed by department and sent only if applicable.</i>	
Employee Name	
Termination Date	Department

<i>This section to be completed by ER.</i>
--

☐ NCIC

☐ ER AS/400

☐ Other

Completed by:	Date:
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CHAPTER: SECTION:	6 - LEAVE TIME	ADOPTED: 3/7/06
	1 - INTRODUCTION TO PAID AND UNPAID LEAVE	REVISED: 3/7/12

EXHIBIT Q - LEAVE REQUEST

DEPARTMENT: \_\_\_\_\_

NAME: \_\_\_\_\_ DIVISION: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Please refer to the respective Human Resources policy and any applicable union contract when requesting leave. If you choose to cancel a request, write the word "CANCEL" across the entire form and resubmit to your payroll point person.

~~For Use by Human Resources~~

~~For Use by Human Resources~~

Administrative/Personnel (HR 6.5) \_\_\_\_\_

Vacation (HR 6.3) \_\_\_\_\_

Bereavement (HR 6.6) \_\_\_\_\_

Employee's relationship to the Deceased: \_\_\_\_\_

Sick (HR 6.4)\* \_\_\_\_\_

Leave Without Pay (HR 6.11)\* \_\_\_\_\_

Other: Specify \_\_\_\_\_

Compensatory Time (HR 4.4) \_\_\_\_\_

Date comp time earned: \_\_\_\_\_

\*\*\*\*\*

DEPARTMENT HEAD/DESIGNEE: \_\_\_\_\_ APPROVED \_\_\_\_\_ DISAPPROVED

Comments/Notes: \_\_\_\_\_

\_\_\_\_\_  
(Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Department Payroll Received (Initials): \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

\*Reason given for call-out by the employee:

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CHAPTER:	7 – CONDUCT AND PERFORMANCE	ADOPTED: 3/7/12
SECTION:	16 – CONSCIENTIOUS EMPLOYEE/ WHISTLEBLOWER PROTECTION	REVISED:

**EXHIBIT A – EMPLOYEE COMPLAINT FORM**

**Attach additional sheets if necessary to fully complete all questions**

**NAME:** \_\_\_\_\_ **DEPARTMENT:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **SUPERVISOR:** \_\_\_\_\_

**Time period covered by this complaint:** \_\_\_\_\_

**Individuals who allegedly committed the acts being complained of:**

\_\_\_\_\_  
\_\_\_\_\_

**Describe the nature and dates of the acts allegedly committed by each individual:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Identify all persons with knowledge of the complained conduct:**

\_\_\_\_\_  
\_\_\_\_\_

**Are there any documents or other evidence that supports the occurrences described above?**

\_\_\_\_\_  
\_\_\_\_\_

County of Gloucester  
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If you previously complained about this or related acts to a supervisor or official, please identify the individual to whom you complained, the date of the complaint, and any action taken.

---

---

Have you missed any time from work or incurred any un-reimbursed medical expenses as a result of the alleged acts?

---

---

Are you afraid that someone may retaliate against you because you filed this complaint? If so, please identify the person(s) and indicate the reasons why you feel the person(s) may retaliate against you.

---

---

---

What is your requested remedy for this complaint?

---

---

---

**ACKNOWLEDGMENT**

The information provided above is true and correct to the best of my knowledge.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

To investigate your complaint, it will be necessary to interview you, the accused party, and any witnesses with knowledge of the allegations or defenses. All persons involved in the investigation will be notified that (1) the complaint is confidential, (2) that any unauthorized disclosures of information concerning the investigation or retaliation could result in disciplinary action up to and including discharge.

I am willing to cooperate fully in the investigation of my complaint and to provide whatever evidence is deemed relevant.

---

Page 2 of 3

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---

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



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<b>CHAPTER:</b>	<b>7 – CONDUCT AND PERFORMANCE</b>	<b>ADOPTED: 3/7/12</b>
<b>SECTION:</b>	<b>16 – CONSCIENTIOUS EMPLOYEE/ WHISTLEBLOWER PROTECTION</b>	<b>REVISED:</b>

Employees have the right under the “Conscientious Employee Protection Act (CEPA)” to complain about any activity, policy or practice that the employees reasonably believe is in violation of a law, rule, or regulation promulgated pursuant to law. All complaints will be taken seriously and promptly investigated.

The County of Gloucester shall not take any retaliatory action or tolerate any reprisal against an employee for any of the following:

- Disclosing or threatening to disclose to a supervisor, Department Head, Personnel Officer, the Administrator, other official or to a public body, as defined in the Conscientious Employee Protection Act (N.J.S.A. 34:19-1 et seq.) an activity, policy or practice that the employee reasonably believes is in violation of a law, a rule or regulation promulgated pursuant to law;
- Providing information to, or testifying before any public body conducting an investigation, hearing, an inquiry into any violation of law, or a rule or regulation promulgated pursuant to law; or
- Objecting to, or refusing to participate in any activity, policy, or practice that the employee reasonably believes is a violation of a law, rule or regulation promulgated pursuant to law; is fraudulent or criminal; or is incompatible with a clear public policy mandate concerning the public health, safety, or welfare.

In accordance with the statute, the employee must bring the violation to the attention of the County of Gloucester. However, disclosure is not required where (1) the employee is reasonably certain that the violation is known to one or more officials; (2) where the employee reasonably fears physical harm; or (3) the situation is emergency in nature. Employees are encouraged to complain in writing but may make a verbal complaint at their discretion. See the section below titled “Employee Complaint Policy.” Under the law, the employee must give the County of Gloucester a reasonable opportunity to correct the activity, policy or practice. The administration of CEPA/whistleblower complaints is not subject to the limitations in the Grievance Policy.

#### **Employee Complaint Policy:**

Employees who wish to complain of any workplace wrongdoing are requested to immediately report the matter to their supervisor, or, if they prefer, or do not think that the matter can be discussed with their supervisor, they should contact their Department

Head, or County Administrator. Employees are encouraged to complain in writing, but may make a verbal complaint at their discretion. The Employee Complaint Form (HR 7.16 Exhibit A) has been provided for employees' use in filing a complaint. If the employee has any questions about what constitutes harassment, sexual harassment, or any other workplace wrongdoing, they may ask their supervisor or one of the individuals listed above. All reports of harassment, sexual harassment, or other wrongdoing will be promptly investigated by a person who is not involved in the alleged harassment or wrongdoing. Please also refer to HR 7.7 "Prohibition of Discrimination, Harassment or Hostile Environments" for more information as applicable.

No employee will be penalized in any way for reporting a complaint. There will be no discrimination or retaliation against any individual who files a good-faith complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a complaint.

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. Disciplinary action up to and including discharge will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly. Actions taken internally to investigate and resolve harassment complaints will be conducted confidentially to the extent practicable and appropriate in order to protect the privacy of persons involved. Any investigation may include interviews with the parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have other relevant knowledge. The employee will be notified of a decision or of the status of the investigation within a reasonable time from the date of the report an incident.

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<b>CHAPTER:</b>	<b>7 – CONDUCT AND PERFORMANCE</b>	<b>ADOPTED: 3/7/12</b>
	<b>17 – SOCIAL NETWORKING/MEDIA</b>	<b>REVISED:</b>
<b>SECTION:</b>		

This policy is intended to address issues related to an employee's use of "social networking" and "social media," including but not limited to internet related activities, such as blogging, Facebook, MySpace, YouTube, etc. and other media forms of communications, such as texting, instant messaging, Twitter, etc. While the County of Gloucester recognizes and respects the rights of employees to engage in their own personal activities while not working, the line between personal voice and institutional voice is often blurred. This policy is intended to help employees engage in respectful, knowledgeable interaction in social media and also protect the privacy, confidentiality and interests of the County of Gloucester, employees, volunteers, contract staff, vendors, customers, residents and others.

Employees' use of social media should be respectful to the County of Gloucester, co-workers, volunteers, contract staff, vendors, customers, residents and others. The County of Gloucester's policies regarding anti-harassment, ethics, and confidentiality and all other policies and procedures extend to all forms of communication, including social media, both inside and outside the workplace.

Employees must recognize that they are legally liable for anything they write or present in social media.

Social media shall not be used to harass, threaten, libel, malign, defame, disparage or discriminate against anyone associated with the County of Gloucester or the County of Gloucester's general reputation.

Employees are prohibited from posting pictures to non work-related social media, video, audio or other content of any of the County of Gloucester's premises, property, activities; or posting pictures, video, audio or other content related to co-workers, customers or residents without prior, express written consent thereof.

Employees shall not provide links to any of the County of Gloucester's external or internal internet material in any non work-related social media.

Employees shall not reference the County of Gloucester's provided e-mail accounts as a point of contact in any social media.

An employee's use of social media is outside the scope of employment and is not a representation or authorized communication of any kind on behalf of the County of Gloucester, unless the employee has the approval of management to participate in social media on behalf of the County of Gloucester.

If an employee chooses to identify themselves as an employee of the County of Gloucester in non work-related social media, employees must prominently and expressly state that any views expressed therein are their own and not those of the County of Gloucester.

Employee shall not imply, explicitly or implicitly, that they represent the County of Gloucester in any way.

The County of Gloucester requests and encourages all employees to bring work-related complaints to their Supervisor, Department Head, or County Administration before disclosing such complaints in any social media in order to provide the County of Gloucester with a fair opportunity to address any such complaints or concerns.

Violations of this policy may subject an employee to disciplinary action up to and including termination of employment.

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<b>CHAPTER:</b>	<b>7 – CONDUCT AND PERFORMANCE</b>	<b>ADOPTED: 3/7/12</b>
<b>SECTION:</b>	<b>18 – WORKPLACE VIOLENCE</b>	<b>REVISED:</b>

The County of Gloucester will not tolerate workplace violence. Violent acts or threats made by an employee against another person or property are cause for immediate dismissal and will be fully prosecuted. This includes any violence or threats made on County of Gloucester property, at County of Gloucester events or under other circumstances that may negatively affect the County of Gloucester's ability to conduct business.

Prohibited conduct includes:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive, hostile, or bullying behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Possession of a weapon while on County of Gloucester property or while on County of Gloucester business except with the authority of the Prosecutor or Sheriff; and
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

Any potentially dangerous situations must be immediately reported. The County of Gloucester will actively intervene in any potentially hostile or violent situation.

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Human Resources Manual

<b>CHAPTER:</b>	<b>9 – GENERAL POLICIES</b>	<b>ADOPTED: 3/7/12</b>
<b>SECTION:</b>	<b>15 – OPEN PUBLIC MEETINGS ACT PROCEDURE CONCERNING PERSONNEL MATTERS</b>	<b>REVISED:</b>

Discussions by the governing body or any body of the County of Gloucester concerning appointment, termination, terms and conditions of employment, performance evaluation, promotion or discipline of any current or prospective officer or employee shall be in closed session unless the individual requests in writing that the discussion be held in open session. Such request must be granted. Prior to the discussion by the governing body or any body of the County of Gloucester concerning such matters, the Clerk shall notify the affected person(s) of the meeting date, time and place, the matters to be discussed and the person's right to request that the discussion occur in open session. In the event more than one person is affected by the discussion and one of the affected persons does not request that the discussion be in open session, then the discussion shall be in closed session. If the individual(s) does not request that the discussion be held in open session, the governing body or other body of the County of Gloucester may at its sole discretion invite the affected individual(s) to attend the applicable portion of the closed session.

County of Gloucester  
Human Resources Manual

<b>CHAPTER:</b>	<b>9 – GENERAL POLICIES</b>	<b>ADOPTED: 3/7/12</b>
<b>SECTION:</b>	<b>16 – CONTINUING EDUCATION PROCEDURE</b>	<b>REVISED:</b>

The County of Gloucester, in conjunction with legal and/or labor counsel will arrange for employment practices seminars at least annually to train all managerial/supervisory personnel. The County of Gloucester will also offer non-mandatory training to all other employees with special emphasis on employee rights and protections under various Federal and State laws as well as County of Gloucester employment practices. Records will be maintained in the official personnel files of all employees trained under this procedure.

Managerial and supervisory personnel will also update employees periodically by department meetings and memos that should address specific problems and concerns that may arise. Every effort will be made to encourage employee suggestions about ways to avoid employer-employee disputes and violations of employment rights.

A5

**RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATION  
FOR THE COUNTY OF GLOUCESTER**

**WHEREAS**, an emergent condition has arisen with respect to certain programs; and

**WHEREAS**, there is a need to include additional monies in the 2012 Gloucester County temporary budget; and

**WHEREAS**, because no adequate provision has been made in the 2012 temporary appropriations for the aforesaid purpose, and N.J.S. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; and

**WHEREAS**, the total emergency temporary resolutions adopted in the year 2012, pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S. 40A:4-20) including this resolution total \$4,400,969.00.

**NOW, THEREFORE, BE IT RESOLVED** (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the provisions of N.J.S. 40A:4-20, the following is hereby authorized and approved:

1. An emergency temporary appropriation shall be:

*State & Federal Grants*

1. Personal Assistance Services Program	326,250.00
2. CIACC	23,442.00
3. Municipal Alliance	260,223.00
4. Human Services Planning Grant	42,770.00
5. Family Court	108,101.00
6. State/Community Partnership	214,072.00
7. Comprehensive Drug & Alcohol	434,988.00
8. Social Services for the Homeless	215,824.00
9. Area Plan Grant	1,095,100.00
10. Emergency Management Assistance	55,000.00
11. Veterans Transportation	15,500.00
12. Title XX Transportation	60,733.00
13. Violence Against Women	21,391.00
14. Teen Pregnancy	1,000.00
15. Safe Neighbors	2,000.00
16. Commission on Missing & Abused Children	3,234.00
17. Sr. Citizen & Disabled Resident Transportation	572,256.00

2. That said emergency temporary appropriations have been provided for in the 2012 budget under the same titles.

3. That one certified copy of this resolution shall be filed with the Director of Local Government Services.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on March 7, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,**  
**FREEHOLDER DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA,**  
**CLERK OF THE BOARD**



A20

**RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO  
COOPERATION AGREEMENT WITH BOROUGH OF WENONAH  
FOR ASSESSMENT SERVICES**

**WHEREAS**, Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis pursuant to N.J.S.A. 54:1-86 et. seq.; and

**WHEREAS**, the Borough of Wenonah has signed the Cooperation Agreement for assessment services in the local municipality; and

**WHEREAS**, the Cooperation Agreement will cover the selection of reevaluation firms, transfer surplus property and, responsibility of fees and costs and cooperation for the orderly transfer of property assessment function from the Municipality/Borough to the County.

**NOW THEREFORE, BE IT RESOLVED** the County of Gloucester shall enter into Cooperation Agreement with the Borough of Wenonah for regionalized tax assessment pursuant to N.J.S.A. 54:1-86.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, March 7, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

ALC

**COUNTY ASSESSOR  
COOPERATION AGREEMENT**

THIS AGREEMENT ("Agreement"), dated this 9 day of Feb, 2012, is made by and between the County of Gloucester ("County") and the Borough of Wenonah, ("Municipality").

**RECITALS**

- A. Pursuant to the New Jersey Property Tax Assessment Reform Act ("the Act"), N.J.S.A. 54:1-86 et. seq., Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis;
- B. A major aspect of the program is the periodic revaluation of the real property in the Municipalities located in the County. N.J.S.A. 54:1-90 provides that every Municipality within the pilot county shall implement a real property revaluation;
- C. In order to accomplish the revaluation, it is necessary for the County to engage the services of a professional revaluation firm;
- D. In order to select the appropriate firm, the County will solicit proposals from such firms;
- E. The Municipality with its local knowledge will have valuable input into the tax assessor process;
- F. In addition, the County and the Municipality need to provide for certain obligations in connection with taxpayer appeals.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and among the County and Municipality, the County and Municipality do hereby agree as follows:

**AGREEMENT**

- 1. **Selection of Revaluation Firm:**
  - a. The County will solicit and receive proposals from firms interested in providing revaluation services.

- b. The County shall thereafter be responsible for the formal evaluation of the proposals consistent with the terms and provisions of the New Jersey Fair and Open Laws applicable to such selection.
- c. The County shall be responsible for selecting the revaluation firm.
- d. The County Board of Freeholders shall award the contract for and shall enter into an appropriate contract with the selected firm and the County shall be responsible for the cost of the services received.

**2. Transfer of Surplus Property:**

- a. Municipality shall make available to the County surplus municipal equipment, previously used by the Municipality in tax assessment activities, which equipment may be useful, in the County's discretion, for County tax assessment activities. Such equipment shall be provided as is.
- b. Municipality will determine what equipment and/or furnishings shall be deemed "surplus".

**3. Responsibility for Fees and Costs in Certain Circumstances:**

- a. County and Municipality acknowledge that appeals may be filed by taxpayers with the County Board of Taxation and/or the Tax Court. The Contract to be entered into with the property revaluation firm shall provide that the revaluation firm will participate in the defense of such appeals.
- b. With regard to the costs associated with the settlement and/or defense of appeals:
  - i. With regard to appeals for any tax year prior to and including 2010 Municipality in which the property, which is the subject of the appeal, is located will be responsible for the costs.  
  
For properties in which a tax appeal includes multiple years the cost will be shared by the Municipality and the County. As follows:  
  
The County will be responsible for tax year 2011 and the Municipality will be responsible for any appeals for 2010 and any prior years.
  - ii. The cost of defending new appeals, defined as appeals filed in or after 2011, for properties for which there are no appeals pending

for the period prior to 2011, will be solely the responsibility of the County.

- c. Notwithstanding the County's obligation to share in or assume the cost of appeal, the County shall have no obligation to share in and does not assume any obligation of the Municipality to refund tax payments to any tax payer;
- d. "Costs of Appeal" shall include, but not necessarily be limited to legal fees, valuation fees, expert fees and the like.

- 4. **Cooperation in Effectuation of Transfer of Property Assessment Function:** N.J.S.A. 54:1-99 provides that the property assessment function in all of the Municipalities within the pilot County shall be transferred to the County Assessor. N.J.S.A. 54:1-86 et. seq., further provides for other aspects of the transfer of functions and authority in order to effectuate the program. County and Municipality agree to cooperate in all respects with each other for the purpose of accomplishing such transfers and the successful implementation of the program.
- 5. **Term:** The term of this Cooperation Agreement shall extend for the period of the Property Tax Assessment Reform Act Program in Gloucester County.
- 6. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
- 7. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

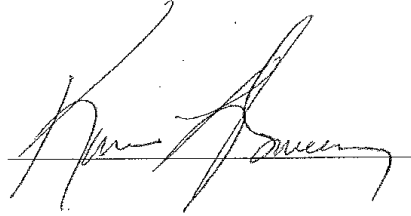
8. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

ATTEST:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
ROBERT N. DI LELLA, CLERK

\_\_\_\_\_  
ROBERT M DAMMINGER, DIRECTOR



ATTEST:



BY:

BOROUGH OF WENONAH

**RESOLUTION AUTHORIZING THE APPOINTMENT OF  
GLOUCESTER COUNTY DIVISION HEAD OF DISABILITY  
TO THE GLOUCESTER COUNTY WORKFORCE INVESTMENT  
BOARD FOR TERM ENDING DECEMBER 31, 2013**

**WHEREAS**, investments in training and education foster high skill/high wage jobs, provide economic leadership and offer a better standard of living for our citizens; and

**WHEREAS**, to remain economically competitive, a strategy must be developed for an integrated education and job training system based on current and future local labor market demands; and

**WHEREAS**, a coordinated workforce readiness system in concert with an economic development strategy, will maximize the effectiveness of Federal, State, and local resources in promoting a high quality, globally competitive workforce; and

**WHEREAS**, there exists a current county Workforce Investment Board, which vacancy the Board of Chosen Freeholders desires to fill; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders has received a recommendation for the aforesaid appointment to fill said vacancy; and

**WHEREAS**, it has been further determined that the individual to be appointed is qualified, and desirous of serving in said Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County Gloucester that Gloucester County Division Head of Disability Services is hereby appointed to the Gloucester County Workforce Investment Board to fill term which term shall commence immediately and shall expire on December 31, 2013; and

**BE IT FURTHER RESOLVED** that said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and the State of New Jersey, held on Wednesday, March 7, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

# LEONA GLENYS MATHER

A7

## OBJECTIVE:

To represent the County of Gloucester by appointment to the GCIT and Special Services School District.

## EDUCATIONAL QUALIFICATIONS

Special Services School District Board of Education Member  
GCIT Board of Education Member

1991-present  
2008-present

### Committee Work:

- Affirmative Action Committee
- Board of School Estimate
- District Advisory Committee
- Facility Committee - Construction of Bankbridge Regional School; Alternative Middle & High School, Bankbridge Developmental Center
- Teacher of the Year Selection Committee
- Liaison to Gloucester County School Boards Association

### Elk Township/ Delsea Regional School District

1993-2005

- Chairperson - Unity and Human Relations Committee
- Local Improvement Panel - long range district planning including: Goals 2001 Committee, Improving American School's Act (IASA)
- Gifted and Talented Committee
- Five Year Technology Plan Committee
- Chairperson, Cultural Arts Committee
- President, Aura Home & School Association - 1996 - 1999

## EMPLOYMENT

Program Supervisor, Therapeutic Recreation Program, Gloucester County Parks and Recreation Dept.  
and the Education & Disability Services Dept.

1985-present

- Developed and implemented year round recreational and leisure related activities for 420 residents with disabilities and developed a countywide support network of agencies and organizations. Supervise part-time staff of eight, summer staff of twenty-two, volunteer corps of six.

### Case Manager, Camden County Social Service Board

1974-1980

- Case manager for 380 clients in Aid to Dependent Children Federal Program and Federal Food Stamp Program

## EDUCATION

B.S., Teacher of the Handicapped, Glassboro State College, Glassboro, NJ  
B.A., Psychology, Fairleigh Dickinson University, Teaneck, NJ

1984  
1972

## PROFESSIONAL

### AFFILIATIONS/APPOINTMENTS

- Appointed to Advisory Board to the NJ Commission on Individuals with Disabilities 2010
- Gloucester County Representative to the NJ Association of Offices for Disabilities 2009-present
- Chairperson of NJ Commission on Recreation for Individuals w/ Disabilities, appointed by Governor McGreevey 2001-2005
- Gloucester County Millennium Committee, appointed by Freeholders 1999-2001
- Chairperson, Gloucester County "Project Network" for NJ DCA 1986-1992

## COMMUNITY AFFILIATIONS

- President Lake Gilman Owners, Inc. Board of Trustees

2006 - present

A8

**RESOLUTION AUTHORIZING CONTRACT WITH CVR COMPUTER SUPPLIES  
FOR PRINTER RIBBONS, INK JET, TONER CARTRIDGES, FAX MACHINE TONER,  
AND DRUM UNITS, PER BID # PD-12-002, FOR A MINIMUM CONTRACT AMOUNT  
OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$75,000.00 FROM MARCH  
7, 2012 TO MARCH 6, 2013**

**WHEREAS**, the County of Gloucester (hereinafter the "County"), after due notice and advertisement, received sealed bids, as per Bid PD-12-002, for the supply and delivery of Printer Ribbons, Ink Jet, Toner Cartridges, Fax Machine Toner and Drum Units on as needed basis for all County Departments; and

**WHEREAS**, after following proper public bidding procedure, it was determined that CVR Computer Supplies (hereinafter "CVR"), located at 101-B Haddonfield-Berlin Road, Cherry Hill, NJ 08034, was the lowest responsive and responsible bidder to supply said goods to and for the County, for a minimum contract amount of zero, and a maximum contract amount of \$75,000.00, as more specifically described in the bid specifications for Bid PD-12-002; and

**WHEREAS**, the contract will be for estimated units of goods, with a minimum contract amount of zero, and a maximum contract amount of \$75,000.00; so that the contract is therefore open ended, which does not obligate the County to make any purchase, and no Certificate of Availability of Funds is required at this time.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and the Clerk of the Board, be and are hereby authorized and directed to execute a contract with CVR Computer Supplies for the supply and delivery of Printer Ribbons, Ink Jet, Toner Cartridges, Fax Machine Toner and Drum Units for all County Departments for a minimum contract amount of Zero, and a maximum contract amount of \$75,000.00, for the period of one (1) year effective March 7, 2012, and ending March 6, 2013; and

**BE IT FURTHER RESOLVED** that before any purchase be made pursuant to the within award, a Purchase Order shall be obtained from the Purchasing Agent for the County certifying that sufficient funds are available at that time for that particular purchase, and identify the line item of the County budget out of which said funds will be paid.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held Wednesday, March 7, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**



A8

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
CVR COMPUTER SUPPLIES**

**THIS CONTRACT** is made effective this 7<sup>th</sup> day of March, 2012 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **CVR COMPUTER SUPPLIES**, with offices at 101-B Haddonfield-Berlin Road, Cherry Hill, NJ 08034, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supply and delivery of printer ribbons, printer ink jet and toner cartridges, fax machine toner, and drum units for various departments in the County; and

**WHEREAS**, Contractor represents that it is qualified to supply said goods and desires to so perform pursuant to the terms and provisions of this Contract.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective from the date of award of March 7, 2012 for a period of one (1) year, and terminate on March 6, 2013.

2. **COMPENSATION.** Contract shall be for estimated units of goods requested by the County to be supplied and delivered, with the minimum contract amount of zero, and a maximum contract amount of \$75,000.00, as per the specifications for Bid **PD 12-002** (hereinafter the "Specifications").

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. The continuation of this Contract beyond the first three (3) months of 2013 is conditioned upon the approval of the 2013 Gloucester County budget.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, which are incorporated herein, and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid documents, the Specifications, this Contract shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Specifications, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said

insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

19. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document and the Specifications, and the Contractor's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications, and the Contractor's bid package, then this Contract and the Specifications shall prevail, as applicable.

**THIS CONTRACT** is effective as of this 7<sup>th</sup> day of March 2012.

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

**BY:** \_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CVR COMPUTER SUPPLIES**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**MR. STEVEN YUHAS**

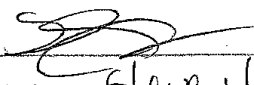
PD 012-002 Bid Opening 2/9/12 at 10:00 am		2/29/2012	
SPECIFICATIONS FOR THE DELIVERY OF PRINTER RIBBONS, PRINTER INK JET AND TONER CARTRIDGES, FAX MACHINE TONER AND DRUM UNITS TO BE UTILIZED BY VARIOUS DEPARTMENTS IN THE COUNTY OF GLOUCESTER			
<b>VENDOR:</b> CVR Computer Supplies 101-B Haddonfield-Berlin Rd. Cherry Hill, NJ 08034 Steve Yulhas 856 857-0335 856 857-0357 FAX		<b>VENDOR:</b> Ribbons Express Inc 1980 Old Curthbert Rd Cherry Hill, NJ 08034 Dick Blumberg 800-533-9949 856-834-5235 FAX	
<b>VENDOR:</b> Supply Saver Corp 1324 Wyckoff Road Neptune, NJ 07753 Laurence L. Jones 800-526-2794 732-938-4045 FAX			
<b>DESCRIPTION</b> Various printer ribbons, printer ink jet and toner cartridges, fax machine toner and drum units.		Lump Sum Price  \$18,650.00 *\$19,396.00*	
<b>Variations: (if any)</b>		Lump Sum Price  \$23,131.60  \$23,843.00	
Will you extend your prices to local government entities within the County		YES YES	
* Vendors addition was incorrect correct # is starred. Vendor is still the low bidder.*		YES YES	
<b>Bid specifications sent to:</b> Prime Vendor RICOH USA Pitney Bowes CNI Office Supplies Encon Systems Howard Tech. Solutions Prime Vendor Polar Inkjet and Toner		E Media Solutions Printing Supplies USA LLC US Business Systems US Ink and Toner Inc. NuCycle Toner & Ink Valley Litho Supply 4inkjets Rasix Computer Center	
Based upon the bids received, I recommend CVR Computer Supplies be awarded the contract, as the lowest responsive, responsible bidder.		Lump Sum Price  \$23,131.60  \$23,843.00	
Sincerely, Robert J. McErlane Assistant Purchasing Agent		Lump Sum Price  \$23,131.60  \$23,843.00	

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SIGNATURE PAGE

SIGNED  COMPANY CLR Computer Supplies  
NAME (TYPE) Steve Vujhas ADDRESS 101-B Haddonfield Berlin Rd  
TITLE VP of SALES  
DATE 2-7-12 CITY Cherry Hill STATE NJ  
TELE # 856-857-0355 ZIP 08034  
FAX # 856-857-0357 E-MAIL svujhas@aol.com

PD 012-002

**SPECIFICATIONS AND PROPOSAL FORM FOR THE DELIVERY OF  
PRINTER RIBBONS, PRINTER INK JET AND TONER CARTRIDGES,  
FAX MACHINE TONER AND DRUM UNITS TO BE UTILIZED BY  
VARIOUS DEPARTMENTS IN THE COUNTY OF GLOUCESTER**

**SPECIFICATIONS**

The County of Gloucester is seeking a vendor to enter into an agreement for the supplying and delivery of printer ribbons, printer ink jet and toner cartridges and fax machine toner and drum units that are utilized by various departments in the County of Gloucester.

All deliveries shall be shipped FOB Destination and no shipping charges shall apply. All orders placed will be on an "as needed" basis, and no quantity restrictions shall apply.

**PRICES SHALL REMAIN FIRM FOR THE LIFE OF THE CONTRACT.**

**THE TERM OF THIS CONTRACT SHALL BE FOR ONE (1) YEAR**

**NO SUBS ACCEPTED ON BRAND NAMES. ALL RIBBONS, INK JET AND TONER CARTRIDGES SHALL  
BE NEW AND HOLD MANUFACTURERS WARRANTY**

**ALL DELIVERIES MUST BE WITHIN 24 HOURS OF TIME OF ORDER.**

**BIDDER MUST BID ON ALL ITEMS OR BID WILL BE DECLARED NON-RESPONSIVE AND  
THEREFORE REJECTED**

**THE AWARD WILL BE DETERMINED BY THE LOWEST GRAND TOTAL TO INCLUDE BUT  
NOT LIMITED TO THE FOLLOWING:**

**PROPOSAL FORM FOR THE DELIVERY OF PRINTER RIBBONS, PRINTER INK JET AND  
TONER CARTRIDGES, FAX MACHINE TONER AND DRUM UNITS**

Axiohm Printer

Model # A 758 - Ribbon

12- Each

Brother

BRT-DR250 - Fax Drum

60- Each

72

Brother	BRT-DR400 - Fax Drum	<u>100-</u>	Each
Brother	BRT-DR510 - Fax Drum	<u>100-</u>	Each
Brother	BRT-DR520 - Fax Drum	<u>60-</u>	Each
Brother	BRT-LC41BK - Black Toner	<u>20-</u>	Each
Brother	BRT-LC41C - Cyan	<u>11-</u>	Each
Brother	BRT-LC41M - Magenta	<u>11-</u>	Each
Brother	BRT-LC41Y - Yellow	<u>11-</u>	Each
Brother	BRT-PC201 - Fax Cartridge	<u>20-</u>	Each
Brother	BRT-TN-115BK Black	<u>60-</u>	Each
Brother	BRT-TN-115C Cyan	<u>90-</u>	Each
Brother	BRT-TN-115BM Magenta	<u>90-</u>	Each
Brother	BRT-TN-115Y Yellow	<u>90-</u>	Each
Brother	BRT-TN250 - Fax Cartridge	<u>26-</u>	Each
Brother	BRT-TN350 - Fax Toner	<u>46-</u>	Each
Brother	BRT-TN430 - Fax Toner	<u>46-</u>	Each
Brother	BRT-TN460 - Fax Toner	<u>66-</u>	Each
Brother	BRT-TN530 - Fax Toner	<u>50-</u>	Each
Brother	BRT-TN540 - Fax Cartridge	<u>60-</u>	Each
Brother	BRT-TN550 - Toner Cartridge	<u>60-</u>	Each
Brother	BRT-TN570 - Fax Cartridge	<u>40-</u>	Each
Brother	BRT-TN580	<u>40-</u>	Each
Brother	BRT-TN700	<u>60-</u>	Each
Cannon	118Y-2659B001AA Yellow	<u>60-</u>	Each
Cannon	118M-2660B001AA Magenta	<u>60-</u>	Each
Cannon	118C-2661B001AA Cyan	<u>60-</u>	Each
Cannon	118BK-2662B001AA Black	<u>60-</u>	Each
Cannon	0620B002 Black	<u>16-</u>	Each

1413

Cannon	0621B002 Cyan	<u>20-</u>	Each
Cannon	0622B002 Magenta	<u>20-</u>	Each
Cannon	0623B002 Yellow	<u>20-</u>	Each
Cannon	CNM-BC16BK - P/N - 4705A003	<u>20-</u>	Each
Cannon	CNM-BC16C - P/N - 4706A003	<u>16-</u>	Each
Cannon	CNM-BC16G - P/N - 9473A003	<u>16-</u>	Each
Cannon	CNM-BC16M - P/N - 4707A003	<u>16-</u>	Each
Cannon	CNM-BC16PC - P/N - 4709A003	<u>16-</u>	Each
Cannon	CNM-BC16PM - P/N - 4710A003	<u>20-</u>	Each
Cannon	CNM-BC16R - P/N - 8891A003	<u>20-</u>	Each
Cannon	CNM-BC16Y - P/N 4708A003	<u>20-</u>	Each
Cannon	S-35 7833A001AA S Toner	<u>100-</u>	Each
Epson	EPS-TO48520	<u>14-</u>	Each
Epson	EPS-TO17201 - Black	<u>14-</u>	Each
Epson	EPS-TO19201 - Color	<u>14-</u>	Each
Epson	EPS-TO59120 - Black	<u>20-</u>	Each
Epson	EPS-TO59220 - Cyan	<u>12-</u>	Each
Epson	EPS-TO59320 - Magenta	<u>12-</u>	Each
Epson	EPS-TO59420 - Yellow	<u>14-</u>	Each
Epson	EPS-T059520 - Light Cyan	<u>20-</u>	Each
Epson	EPS-T059620 - Light Magenta	<u>20-</u>	Each
Epson	EPS-T059720 - Light Black	<u>20-</u>	Each
Epson	EPS-T059820 - Matte Black	<u>20-</u>	Each
Epson	EPS-T059920 - Light, Light Black	<u>20-</u>	Each
Epson	ERC-23	<u>11-</u>	Each
Epson	ERC 38BR	<u>8-</u>	Each

523

Epson	TO54020 - Gloss	<u>16-</u>	Each
Epson	TO54120 - Photo Black	<u>16-</u>	Each
Epson	TO54220 - Cyan	<u>16-</u>	Each
Epson	TO54320 - Magenta	<u>16-</u>	Each
Epson	TO54420 - Yellow	<u>16-</u>	Each
Epson	TO54720 - Red	<u>16-</u>	Each
Epson	TO54820 - Matte Black	<u>16-</u>	Each
Epson	TO54920 - Blue	<u>16-</u>	Each
Epson	TO601020BCS Combo	<u>40-</u>	Each
Epson CX3810 Printer	TO60120 - Black	<u>22-</u>	Each
Epson CX3810 Printer	TO60220 - Cyan	<u>12-</u>	Each
Epson CX3810 Printer	TO60320 - Magenta	<u>12-</u>	Each
Epson CX3810 Printer	TO60420 - Yellow	<u>20-</u>	Each
Fargo Yimco For Zebra Printer P420	800015-540	<u>40-</u>	Each
Genicom	062471 printer ribbon	<u>18-</u>	Each
Hewlett Packard	HEW-C1823D	<u>36-</u>	Each
Hewlett Packard	HEW-C3903A	<u>60-</u>	Each
Hewlett Packard	HEW-C3909A - Toner	<u>140-</u>	Each
Hewlett Packard	HEW-C4014N	<u>160-</u>	Each
Hewlett Packard	HEW-1092A	<u>60-</u>	Each
Hewlett Packard	HEW-C4096A	<u>88-</u>	Each
Hewlett Packard	HEW-C4127A	<u>88-</u>	Each
Hewlett Packard	HEW-C4127X	<u>110-</u>	Each
Hewlett Packard	HEW-C4149A Black	<u>86-</u>	Each
Hewlett Packard	HEW-C4150A Cyan	<u>120-</u>	Each
Hewlett Packard	HEW-C4151A Magenta	<u>120-</u>	Each

1194

1354

Hewlett Packard	HEW-C4152A Yellow	<u>120-</u>	Each
Hewlett Packard	HEW-C4153A Drum Kit	<u>60-</u>	Each
Hewlett Packard	HEW-C4154A Transfer Kit	<u>60-</u>	Each
Hewlett Packard	HEW-C4155A	<u>60-</u>	Each
Hewlett Packard	HEW-C4156A	<u>70-</u>	Each
Hewlett Packard	HEW-C4182X	<u>160-</u>	Each
Hewlett Packard	HEW-C4810A	<u>30-</u>	Each
Hewlett Packard	HEW-C4811A	<u>30-</u>	Each
Hewlett Packard	HEW-C4812A	<u>30-</u>	Each
Hewlett Packard	HEW-C4813A	<u>30-</u>	Each
Hewlett Packard	HEW-C4836AN	<u>33-</u>	Each
Hewlett Packard	HEW-C4837AN	<u>33-</u>	Each
Hewlett Packard	HEW-C4838AN	<u>33-</u>	Each
Hewlett Packard	HEW-C4841A	<u>40-</u>	Each
Hewlett Packard	HEW-C4844A	<u>40-</u>	Each
Hewlett Packard	HEW-C4900A Printhead	<u>50-</u>	Each
Hewlett Packard	HEW-C4901A Printhead	<u>50-</u>	Each
Hewlett Packard	HEW-C4902AN Black	<u>50-</u>	Each
Hewlett Packard	HEW-C4903AN Cyan	<u>30-</u>	Each
Hewlett Packard	HEW-C4904AN Magenta	<u>30-</u>	Each
Hewlett Packard	HEW-C4905AN Black	<u>30-</u>	Each
Hewlett Packard	HEW-C5011DN	<u>28-</u>	Each
Hewlett Packard	HEW-C5018A	<u>34-</u>	Each
Hewlett Packard	HEW-C51645A Black	<u>33-</u>	Each
Hewlett Packard	HEW-C6578AN - double Tri-Color Ink Jet	<u>60-</u>	Each
Hewlett Packard	HEW-C6578DN - Tri-Color Ink Jet	<u>38-</u>	Each
Hewlett Packard	HEW-C6615DN	<u>30-</u>	Each

SV

SV

120

Hewlett Packard	HEW-C6625AN	<u>29-</u>	Each
Hewlett Packard	HEW-C6650FN	<u>60-</u>	Each
HP Photosmart 1315 or 7960	HEW-C6656AN - Black	<u>22-</u>	Each
HP Photosmart 1315 or 7960	HEW-C6657AN - Tri-Color	<u>28-</u>	Each
Hewlett Packard	HEW-C6658AN - Toner	<u>28-</u>	Each
Hewlett Packard	HEW-C678DN	<u>38-</u>	Each
Hewlett Packard	HEW-C7115A	<u>64-</u>	Each
Hewlett Packard	HEW-C7115X - Toner	<u>80-</u>	Each
Hewlett Packard	HEW-C8061A	<u>89-</u>	Each
Hewlett Packard	HEW-C8061X	<u>110-</u>	Each
Hewlett Packard	HEW-C8543X Laser	<u>280-</u>	Each
HP Photosmart 8250 & D7460	HEW-C8721WN Black	<u>11-</u>	Each
Hewlett Packard	HEW-C8730WN Cyan XL	<u>14-</u>	Each
Hewlett Packard	HEW-C8731WN Magenta	<u>14-</u>	Each
Hewlett Packard	HEW-C8732WN Yellow XLS	<u>14-</u>	Each
Hewlett Packard	HEW-C8765WN - Black	<u>22-</u>	Each
Hewlett Packard	HEW-C8766WN - Tri-Color	<u>22-</u>	Each
HP Photosmart 8750	HEW-C8767WN - Black	<u>23-</u>	Each
HP Photosmart 8250 & D7460	HEW-C8771WN - Cyan	<u>11-</u>	Each
HP Photosmart 8250 & D7460	HEW-C8772WN - Magenta	<u>11-</u>	Each
HP Photosmart 8250 & D7460	HEW-C8773WN - Yellow	<u>11-</u>	Each
HP Photosmart 8250 & D7460	HEW-C8774WN - Light Cyan	<u>11-</u>	Each
HP Photosmart 8250 & D7460	HEW-C8775WN - Light Magenta	<u>11-</u>	Each
Hewlett Packard	HEW-C8789FN	<u>60-</u>	Each
Hewlett Packard	HEW-C8954B	<u>80-</u>	Each
Hewlett Packard	HEW-C9152A - Maint. Kit	<u>60-</u>	Each

1203.

Hewlett Packard	HEW-C9348FN	<u>60-</u>	Each
Hewlett Packard	HEW-C9351AN	<u>60-</u>	Each
Hewlett Packard	HEW-C9352AN	<u>60-</u>	Each
Hewlett Packard	HEW-C9359AN	<u>60-</u>	Each
Hewlett Packard	HEW-C9361WN	<u>26-</u>	Each
HP Photosmart	HEW-C9363WN Tri Color	<u>38-</u>	Each
Hewlett Packard	HEW-C9364WN	<u>26-</u>	Each
HP Photosmart	HEW-C9369WN	<u>26-</u>	Each
Hewlett Packard	HEW-C9730A - Black	<u>200-</u>	Each
Hewlett Packard	HEW-C9731A - Cyan	<u>300-</u>	Each
Hewlett Packard	HEW-C9732A - Yellow	<u>300-</u>	Each
Hewlett Packard	HEW-C9733A - Magenta	<u>300-</u>	Each
Hewlett Packard	HEW-C9734B Transfer Kit	<u>62-</u>	Each
Hewlett Packard	HEW-CB277AN I	<u>30-</u>	Each
HP Photosmart 1315 or 7960	HEW-CB278AN - Plus Tri-Color	<u>36-</u>	Each
Hewlett Packard	HEW-CB316WM Black	<u>12-</u>	Each
Hewlett Packard	HEW-CB317WN Photo	<u>16-</u>	Each
Hewlett Packard	HEW-CB318WN Cyan	<u>20-</u>	Each
Hewlett Packard	HEW-CB319WN Magenta	<u>16-</u>	Each
Hewlett Packard	HEW-CB320WN Yellow	<u>16-</u>	Each
Hewlett Packard HP564XL	HEW-CB321WN Black	<u>16-</u>	Each
Hewlett Packard HP564XL	HEW-CB322WN Photo XL	<u>16-</u>	Each
Hewlett Packard HP564XL	HEW-CB323WN Cyan XL	<u>16-</u>	Each
Hewlett Packard HP564XL	HEW-CB324WN Magenta XL	<u>16-</u>	Each
Hewlett Packard HP564XL	HEW-CB325WN Yellow XL	<u>16-</u>	Each
Hewlett Packard	HEW-CB336WN - Black	<u>36-</u>	Each
Hewlett Packard CP4005	HEW-CB400A Black	<u>120-</u>	Each

1900



Hewlett Packard CP4005	HEW-CB401A Cyan	<u>200-</u>	Each
Hewlett Packard CP4005	HEW-CB402A Yellow	<u>200-</u>	Each
Hewlett Packard CP4005	HEW-CB403A Magenta	<u>200-</u>	Each
Hewlett Packard	HEW-CB436A Black	<u>76-</u>	Each
Hewlett Packard	HEW-CB364A	<u>155-</u>	Each
Hewlett Packard	HEW-CB540A Black	<u>70-</u>	Each
Hewlett Packard	HEW-CB541A Cyan	<u>70-</u>	Each
Hewlett Packard	HEW-CB542A Yellow	<u>70-</u>	Each
Hewlett Packard	HEW-CB543A Magenta	<u>70-</u>	Each
Hewlett Packard	HEW-CC364A	<u>155-</u>	Each
Hewlett Packard	HEW-CC530A - Black	<u>100-</u>	Each
Hewlett Packard	HEW-CC531A - Cyan	<u>100-</u>	Each
Hewlett Packard	HEW-CC532A - Yellow	<u>100-</u>	Each
Hewlett Packard	HEW-CC533A - Magenta	<u>100-</u>	Each
Hewlett Packard	HEW-CD971AN Black	<u>22-</u>	Each
Hewlett Packard	HEW-CD972AN Cyan XL	<u>28-</u>	Each
Hewlett Packard	HEW-CD973AN Magenta XL	<u>18-</u>	Each
Hewlett Packard	HEW-CD974AN Yellow XL	<u>18-</u>	Each
Hewlett Packard	HEW-CD975AN Black XL	<u>18-</u>	Each
Hewlett Packard	HEW-CE255XD	<u>300-</u>	Each
Hewlett Packard	HEW-CE278A	<u>76-</u>	Each
Hewlett Packard	HEW-CE505A	<u>80-</u>	Each
Hewlett Packard	HEW-CH563WN Black	<u>30-</u>	Each
Hewlett Packard	HEW-CH562WN Tri-Color	<u>32-</u>	Each
Hewlett Packard	HEW-CH634AN Cyan	<u>36-</u>	Each
Hewlett Packard	HEW-CH635AN Magenta	<u>36-</u>	Each
Hewlett Packard	HEW-CH636AN Yellow	<u>36-</u>	Each

2396

Hewlett Packard	HEW-CN503A	<u>90-</u>	Each
Hewlett Packard	HEW-CN684WN Black XL	<u>22-</u>	Each
Hewlett Packard	HEW-51625A	<u>26-</u>	Each
Hewlett Packard	HEW-51629A	<u>28-</u>	Each
Hewlett Packard	HEW-51645A	<u>33-</u>	Each
Hewlett Packard	HEW-51649A	<u>30-</u>	Each
Hewlett Packard	HEW-5951A	<u>160-</u>	Each
Hewlett Packard	HEW-5953A	<u>220-</u>	Each
Hewlett Packard	HEW-92298A	<u>80-</u>	Each
Hewlett Packard	HEW-Q1338A - Black Toner	<u>140-</u>	Each
Hewlett Packard	HEW-Q1339A	<u>180-</u>	Each
Hewlett Packard	HEW-Q2610A - Toner	<u>106-</u>	Each
Hewlett Packard	HEW-Q2612A	<u>69-</u>	Each
Hewlett Packard	HEW-Q2613A - Toner	<u>80-</u>	Each
Hewlett Packard	HEW-Q2613X - Toner	<u>89-</u>	Each
Hewlett Packard	HEW-Q3960A - Black	<u>80-</u>	Each
Hewlett Packard	HEW-Q3961A - Cyan	<u>99-</u>	Each
Hewlett Packard	HEW-Q3962A - Yellow	<u>99-</u>	Each
Hewlett Packard	HEW-Q3963A - Magenta	<u>99-</u>	Each
Hewlett Packard	HEW-Q3964A - Image Drum	<u>80-</u>	Each
Hewlett Packard	HEW-Q5421A - Maint. Kit	<u>106-</u>	Each
Hewlett Packard	HEW-Q5942A - Toner	<u>160-</u>	Each
Hewlett Packard	HEW-Q5942X	<u>220-</u>	Each
Hewlett Packard	HEW-Q5949A	<u>68-</u>	Each
Hewlett Packard	HEW-Q5949X	<u>129-</u>	Each
Hewlett Packard	HEW-Q5950A	<u>160-</u>	Each
Hewlett Packard	HEW-Q5952A	<u>220-</u>	Each

2873

Hewlett Packard	HEW-Q6000A Black	<u>70-</u>	Each
Hewlett Packard	HEW-Q6001A Cyan	<u>90-</u>	Each
Hewlett Packard	HEW-Q6002A Yellow	<u>90-</u>	Each
Hewlett Packard	HEW-Q6003A Magenta	<u>90-</u>	Each
Hewlett Packard	HEW-Q6470A Black	<u>125-</u>	Each
Hewlett Packard	HEW-Q6511A	<u>120-</u>	Each
Hewlett Packard	HEW-Q7551A	<u>130-</u>	Each
Hewlett Packard	HEW-Q7553A	<u>90-</u>	Each
Hewlett Packard	HEW-Q7581A Cyan	<u>170-</u>	Each
Hewlett Packard	HEW-Q7582A Yellow	<u>170-</u>	Each
Hewlett Packard	HEW-Q7583A Magenta	<u>170-</u>	Each
Hewlett Packard	RMI-1082 Image Fuser Kit	<u>68-</u>	Each
Hewlett Packard	TRY-0281136001 Toner	<u>12-</u>	Each
IBM	1053685	<u>12-</u>	Each
Kodak/Ektatherm	SKU 132 8459 (Ektatherm 8500 Glossy Ribbon)	<u>18-</u>	Each
Lexmark	C500H2KG Black	<u>112-</u>	Each
Lexmark	C500H2CG Cyan	<u>100-</u>	Each
Lexmark	C500H2MG Magenta	<u>100-</u>	Each
Lexmark	C500H2YG Yellow	<u>100-</u>	Each
Lexmark	LEX-11A3550	<u>26-</u>	Each
Lexmark	LEX-18C2090 Black	<u>26-</u>	Each
Lexmark	LEX-18C2110 Color	<u>34-</u>	Each
Lexmark	LEX-18L0032 Black	<u>36-</u>	Each
Lexmark	LEX-18L0042 Color	<u>36-</u>	Each
Minolta	4161106	<u>28-</u>	Each
NuKote	BR274	<u>12-</u>	Each
Nukote	NUK0BR506 Black/Red Ribbon	<u>16-</u>	Each

2051

1777

Oce'	1060019424 Black Ink	<u>140-</u>	Each
Oce'	1060019425 Yellow Ink	<u>140-</u>	Each
Oce'	1060019426 Cyan Ink	<u>140-</u>	Each
Oce'	1060019427 Magenta Ink	<u>140-</u>	Each
Oce'	1060035777 Black Ink	<u>100-</u>	Each
Oce'	1060035778 Yellow Ink	<u>80-</u>	Each
Oce'	1060035779 Cyan Ink	<u>80-</u>	Each
Oce'	1060035780 Magenta Ink	<u>80-</u>	Each
Oce'	1060016924 Black Head	<u>120-</u>	Each
Oce'	1060016925 Cyan Head	<u>60-</u>	Each
Oce'	1060016926 Magenta Head	<u>60-</u>	Each
Oce'	1060016927 Yellow Head	<u>60-</u>	Each
Oce'	29953720 Black Combo Pkg	<u>200-</u>	Each
Oce'	29953822 Yellow Combo Pkg	<u>200-</u>	Each
Oce'	29953719 Cyan Combo Pkg	<u>200-</u>	Each
Oce'	29953721 Magenta Combo Pkg	<u>160-</u>	Each
Oce'	1060023981 Roll Holder Assembly	<u>12-</u>	Each
Oce'	1060041775 Calibration Sheet	<u>19-</u>	Each
Oce'	29953832 3" Core Adapters-2 pack	<u>29-</u>	Each
Okidata	OKI-41331701 - Toner	<u>40-</u>	Each
Okidata	OKI-42377801	<u>14-</u>	Each
Okidata	OKI-52102001	<u>14-</u>	Each
Sharp	SHR-F029ND - Fax Cartridge	<u>26-</u>	Each
Sharp	SHR-F047DR Fax Drum	<u>38-</u>	Each
Sharp	SHR-FO47ND - Fax Cartridge	<u>29-</u>	Each
Sharp	SHR-FO-DC525	<u>29-</u>	Each
Sustainable Earth	SEB27XR Drum Unit	<u>40-</u>	Each

2250

Xerox Phaser	XER-108R00668 Black	<u>10-</u>	Each
Xerox Phaser	XER-108R00669 Cyan	<u>40-</u>	Each
Xerox Phaser	XER-108R00670 Magenta	<u>70-</u>	Each
Xerox Phaser	XER-108R00671 Yellow	<u>70-</u>	Each
Xerox Phaser	XER-108R00672 6 Black Ink Sticks	<u>70-</u>	Each
Xerox Phaser	XER-108R00675 Maint. Kit	<u>49-</u>	Each
Xerox Phaser	XER-108R00676 Extended Capacity	<u>111-</u>	Each
Xerox Phaser	XER-108R00723 - Cyan	<u>80-</u>	Each
Xerox Phaser	XER-108R00724 - Magenta	<u>80-</u>	Each
Xerox Phaser	XER-108R00725 - Yellow	<u>80-</u>	Each
Xerox Phaser	XER-108R00726 - Black	<u>60-</u>	Each
Xerox Phaser	XER-108R00727 - (6 Black ink sticks)	<u>80-</u>	Each
Xerox Phaser	XER-108R00926 Cyan	<u>101-</u>	Each
Xerox Phaser	XER-108R00927 Magenta	<u>101-</u>	Each
Xerox Phaser	XER-108R00928 Yellow	<u>101-</u>	Each
Xerox Phaser	XER-108R00930 Black	<u>106-</u>	Each
Xerox Phaser	XER-113R00726 Black	<u>160-</u>	Each
Xerox Phaser	XER-113R00726 Black	<u>160-</u>	Each
Xerox Phaser	XER-113R00723 Cyan	<u>160-</u>	Each
Xerox Phaser	XER-113R00724 Magenta	<u>160-</u>	Each
Xerox Phaser	XER-113R00725 Yellow	<u>160-</u>	Each

PLEASE ADD ALL TOGETHER AND PLACE TOTAL ON FORM BELOW

2069  
1829

TO THE BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON FEBRUARY 9, 2012 10:00AM, LOCAL TIME, IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY ADMINISTRATION BUILDING, 2 S. BROAD ST, WOODBURY, NJ, 08096.

NO SUBS ACCEPTED ON BRAND NAMES. ALL RIBBONS, INK JET AND TONER CARTRIDGES SHALL BE NEW AND HOLD MANUFACTURERS WARRANTY

**BIDDER MUST BID ON ALL ITEMS OR BID WILL BE DECLARED NON-RESPONSIVE AND THEREFORE REJECTED**

TOTAL OF ALL ITEMS FROM ABOVE

\$ 18650 ✓

Variations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A9

**RESOLUTION AUTHORIZING LEASE OF DIGITAL, LASER, MULTI-FUNCTION  
AND COPY CENTER COST PER COPY COPIERS FROM IKON OFFICE  
SOLUTIONS THROUGH STATE CONTRACT NUMBER A64039 FOR A MINIMUM  
CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF  
\$120,000.00 PER YEAR FROM JANUARY 1, 2012 TO DECEMBER 31, 2015**

**WHEREAS**, N.J.S.A. 40A:11-12 permits the lease and/or purchase of materials, supplies and equipment through State Contract, without the need for public bidding; and

**WHEREAS**, the County of Gloucester (hereinafter the "County") has a need to lease various types of copiers; and

**WHEREAS**, it has been determined to be advantageous that the County lease the copies it requires from Ikon Office Solutions, with offices located at 640 Freedom Business Systems, King of Prussia, PA 19406, through New Jersey State Contract Number A64039 which provides for the lease of copiers; and

**WHEREAS**, no CAF is required regarding availability of funds, as each copier leased shall require the issuance of a Certificate of Availability of Funds or a purchase order by the County Purchasing Agent each time a copier leased, and before any payment is actually made by the County.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Purchasing Agent is authorized to lease copiers for the County for the years 2012 through 2016 from Ikon Office Solutions through New Jersey State Contract No. A64039; and

**BE IT FURTHER RESOLVED**, that the County Purchasing Agent, be, and is, authorized to sign any leases, contracts, purchase orders, requisitions, or other required documents in order to effectuate the purposes of this Resolution.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 7, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**RESOLUTION AUTHORIZING USE OF GOVDEALS ONLINE AUCTIONS TO SELL  
SURPLUS PROPERTY, PER STATE CONTRACT NUMBER 70967, INDEX NUMBER  
T-2581 ON A COMMISSION BASIS, BASED UPON VALUE OF ITEMS SOLD FOR  
ONE (1) YEAR FROM MARCH 7, 2012 TO MARCH 6, 2013**

**WHEREAS**, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract, without the need for public bidding; and

**WHEREAS**, the County of Gloucester (hereinafter the "County") has a need to sell surplus personal property; and

**WHEREAS**, New Jersey State Contract Number 70967 provides for the sale of surplus personal property through GovDeals Online Auctions; and

**WHEREAS**, it has been determined that the County can sell surplus personal property through GovDeals Online Auction under the following sale terms: the percentage of commissions on items less than \$100,000.00 is 7.5%, but not less than \$5.00; and for items over \$100,000.00, but less than \$500,000.00, the percentage of commissions is 7.5% up to \$100,000.00, and 5.5% for everything over \$100,000.00 up to \$500,000.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Purchasing Agent be authorized to sell surplus personal property through GovDeals Online Auctions pursuant to State Contract Number 70976 under the following sale terms: the percentage of commissions on items less than \$100,000.00 is 7.5%, but not less than \$5.00; and for items over \$100,000.00, but less than \$500,000.00 the percentage of commissions is 7.5% up to \$100,000.00, and 5.5% for everything over \$100,000.00 up to \$500,000.00; and,

**BE IT FURTHER RESOLVED**, that the County Purchasing Agent is authorized to sign all documents, and take all actions, necessary or required to effectuate the purposes of this Resolution.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 7, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



**RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO EXECUTE  
ANY DOCUMENT(S) REQUIRED OF THE RESPONSIBLE ENTITY TO FACILITATE  
THE DEMOLITION AND DISPOSITION OF ELLIS MANOR AND WHITNEY  
GARDENS APARTMENTS IN THE BOROUGH OF GLASSBORO**

**WHEREAS**, the County of Gloucester through the Department of Economic Development manages and coordinates the implementation of certain Department of Housing and Urban Development (HUD) programs to benefit the residents of Gloucester County; and

**WHEREAS**, the Glassboro Housing Authority engaged a licensed Architect to perform a physical needs assessment on the Ellis Manor and Whitney Gardens Apartments and the assessment concluded that the properties should be demolished. The Glassboro Housing Authority further proposes to demolish and dispose of these buildings, is taking full responsibility for the relocation of any displaced residents and will seek to privately finance or otherwise develop a facility to benefit low income families; and

**WHEREAS**, under the statute defined at 24 CFR 58.2(a)(7), the County of Gloucester is the "responsible entity" for the Ellis Manor and Whitney Gardens Apartments. Governmental entities with special or limited powers such as the Glassboro Housing Authority, cannot serve as responsible entities under 24 CFR part 58; and

**WHEREAS**, in accordance with federal regulations certain procedures must be adhered to and specific forms executed prior to HUD evaluating the request for demolition and disposition of these properties; and

**WHEREAS**, the approval of this request is conditioned upon all other HUD requirements being met.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board are hereby authorized to execute HUD Form 7015.15 (Request for Release of Funds and Certification) and any other necessary documentation required by the "responsible entity" relevant to the demolition and disposition of the Ellis Manor and Whitney Garden Apartments in the Borough of Glassboro.

**ADOPTED**, at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, March 7, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

# Request for Release of Funds and Certification

U.S. Department of Housing  
and Urban Development  
Office of Community Planning  
and Development

BI  
OMB No. 2506-0087  
(exp. 11/30/2004)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Inventory Removal of Public Housing	2. HUD/State Identification Number	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s)	5. Name and address of responsible entity  County of Gloucester County Complex 115 Budd Blvd. West Deptford, NJ 08096	
6. For information about this request, contact (name & phone number) Christina Moran, Division Head, Division of Housing and Community Development (856-384-6867) Jacqueline Jones, Executive Director, Glassboro Housing Authority (856-691-4099)	7. Name and address of recipient (if different than responsible entity) Glassboro Housing Authority 737 Lincoln Boulevard, P.O. Box 563 Glassboro, New Jersey 08028	
8. HUD or State Agency and office unit to receive request Newark Area Office US Dept of Housing & Urban Development		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s)  Inventory Removal of Ellis Manor and Whitney Gardens Apartments (a) Through Demolition and Disposition	10. Location (Street address, city, county, State) Ellis Manor 737 Ellis Street Glassboro, NJ 08028
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### 11. Program Activity/Project Description

The Glassboro Housing Authority proposes to demolish and dispose of public housing developments, Ellis Manor and Whitney Gardens (a.) in the Borough of Glassboro. These developments consist of twenty-eight (28) residential buildings containing 75 units and three (3) non-residential buildings. The Authority intends to use its existing Capital Funds to relocate the existing tenants. The Authority intends to seek disposition outside the public housing program to privately finance or otherwise develop a facility to benefit low income families.

**Part 2. Environmental Certification** (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did ☒ did not require the preparation and dissemination of an environmental impact statement.
4. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
6. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
8. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Freeholder Director

x Robert M. Dammingier

Date signed

February 2, 2012

Address of Certifying Officer

County of Gloucester

County Complex, 115 Budd Blvd.

West Deptford, NJ 08096

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part I and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Executive Director

x Jacqueline Jones

Glassboro Housing Authority

737 Lincoln Boulevard, P.O. Box 563

Glassboro, New Jersey 08028

Date signed

February 2, 2012

**Warning:** HUD will prosecute false claims and statements. Convictions may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Bd

**RESOLUTION AUTHORIZING THE PREPARATION AND EXECUTION OF ANY  
DOCUMENTS NECESSARY TO THE APPLICATION FOR THE U.S. DEPARTMENT OF  
LABOR EMPLOYMENT AND TRAINING ADMINISTRATION WORKFORCE INNOVATION  
FUND GRANT IN AN AMOUNT NOT TO EXCEED SIX MILLION DOLLARS**

**WHEREAS,** The Employment and Training Administration (ETA) of the U.S. Department of Labor (DOL), announced the availability of approximately \$98.5 million in Workforce Innovation Fund Grants authorized by the Full-Year Continuing Appropriates Act, 2011 (P.L. 112-10); and

**WHEREAS,** These funds have been set aside to support innovative cost effective approaches to the design and delivery of employment and training services that generate long-term improvement in the performance of the public workforce; benefitting job seekers, employers and taxpayers at large; and

**WHEREAS,** the Gloucester County Workforce Investment Board, a division of the Department of Economic Development, seeks to submit a grant application to the U.S. Department of Labor Employment and Training Administration Workforce Innovation Fund Grant in order to assist Mid-Atlantic Career and Education Center to establish two "New Options Farms" in Gloucester and Salem counties that will eventually train and hire disabled veteran(s) and disabled workers; and

**WHEREAS,** As required by the grant application, the Gloucester County Workforce Investment Board (WIB) will act has as the lead applicant with Mid-Atlantic Career and Education Center as the designated developer and operator of the proposed project; and

**WHEREAS,** Gloucester and Salem counties have the highest number of disabled persons in the state of New Jersey and the overall strategy of this project is to proactively address the serious issue of under-employment and unemployment among disabled veterans and individuals through the development of two sites utilizing hi-tech sustainable hydroponic vegetable and fish production to create over 400 jobs within five years by producing high quality vegetables. Additionally, the project would establish a farm-to-fork restaurant and a warehouse/shipping operation which will create an additional number of positions for the disabled and generate sufficient cash flow to sustain their operation; and

**WHEREAS,** the Gloucester County Workforce Investment Board/Economic Development reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

**WHEREAS,** the Workforce Investment Board/Economic Development has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rule issued by the New Jersey Department of Law and Public Safety, Division of Criminal Justice, for the administration of grant projects; and

**WHEREAS,** the Gloucester County Workforce Investment Board/Department of Economic Development must submit the grant application to the U.S. Department of Labor Employment and Training Administration for review, and should said agency approve the application, the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the U.S. Department of Labor Employment and Training Administration Workforce Innovation Fund grant program.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that:

1. The Director of the Board and/or his designee(s) is hereby authorized to execute any and all documents in connection with the filing of the grant application with the U.S. Department of Labor, Employment and Training Administration Workforce Innovation Fund Grant in the amount not to exceed 6 million.
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 7, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID & ECONOMIC DEVELOPMENT  
TRENTON, NEW JERSEY

B2

**AGREEMENT MODIFICATION**

Contract ID: 19 70201

MODIFICATION NO. 2 FEDERAL PROJECT NO. FS-0161 (103) DATE February 10, 2012  
PROJECT South Main Street (Route 45) And Mullica Road (Route 322) Signalization  
LOCATION Township of Harrison, Gloucester County  
SPONSOR Gloucester County  
AGREEMENT DATE 4/29/2010 AGREEMENT NO. 09-DT-BLA-516

IN ACCORDANCE WITH THE PROVISIONS OF THE ABOVE NOTED AGREEMENT, THE SPONSOR AND THE STATE  
AGREE TO THE CHANGES TO THE AGREEMENT AS FOLLOWS:

**ARTICLE 6.1 (b)**

2. The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall  
not exceed **\$286,860.74**, with an approved budget as follows:

<u>Federal Project No.</u>	<u>Project Sponsor</u>	<u>Contract</u>	<u>In-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
FS-0161 (103)	Gloucester County	\$259,860.74	\$ 27,000.00	\$286,860.74	12/3/2009	2/17/2012

CHANGE TO:

**ARTICLE 6.1 (b)**

2. The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall  
not exceed **\$321,805.79**, with an approved budget as follows:

<u>Federal Project No.</u>	<u>Project Sponsor</u>	<u>Contract</u>	<u>In-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
FS-0161 (103)	Gloucester County	\$310,935.15	\$ 10,870.64	\$321,805.79	12/3/2009	9/17/2012

Original Agreement Amount	<u>\$389,487.00</u>
Modified Agreement Amt. (Mod. No. 1 )	<u>\$286,860.74</u>
This Modification Amount (No. 2 )	<u>\$34,945.05</u>
Present Agreement Total Amt.	<u>\$321,805.79</u>
Original Agreement Compl. Date	<u>2/17/2012</u>
Revised Agreement Compl. Date	<u>9/17/2012</u>

ACCEPTED

\_\_\_\_\_  
(Sponsor) Date

RECOMMENDED

\_\_\_\_\_  
(Chris Bergeman, Project Engineer  
District 4, Local Aid) Date

\_\_\_\_\_  
(Salim T. Mikhael, Acting Manager  
District 4, Local Aid) Date

**CERTIFICATION OF FUNDS**

\_\_\_\_\_  
Director of Accounting and Auditing Date

**FOR PROGRAM USE ONLY:**

Document No. \_\_\_\_\_

Registration No. \_\_\_\_\_

**CERTIFICATION ACCEPTANCE PROJECTS**  
This Mod. is approved for Federal participation

\_\_\_\_\_  
Director, Local Aid & Economic Development Date

**RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #2 TO FEDERAL AID  
AGREEMENT #09-DT-BLA-516 WITH THE NEW JERSEY DEPARTMENT OF  
TRANSPORTATION TO INCREASE FUNDING BY \$34,945.05 FOR A NEW TOTAL  
AGREEMENT AMOUNT OF \$321,805.79**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "Board") adopted a Resolution on February 17, 2010 authorizing the execution of Federal Aid Agreement #09-DT-BLA-516 (hereinafter the "Agreement") in the total amount of \$389,487.00 between the County of Gloucester (hereinafter the "County") and the NJ Department of Transportation (hereinafter the "NJDOT") for the Signalization at South Main Street (Route 45) and Mullica Road (Route 322) in the Township of Harrison, as per Federal Project #FS-0161 (103), Engineering Project #09-02FA; and

**WHEREAS**, the Board adopted a Resolution on August 18, 2010 authorizing the execution of modification #1 to the Agreement to decrease funding in the amount of \$102,626.26, resulting in a new total Agreement amount of \$286,860.74; and

**WHEREAS**, a modification #2 to the Agreement is necessary, which will increase the total amount of the Agreement by \$34,945.05, resulting in the new total Agreement amount of \$321,805.70 and

**WHEREAS**, all other terms and provisions of original Agreement are not sought to be amended herein, and shall remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and Clerk of the Board, are hereby authorized to execute Agreement Modification #2 to Federal Aid Agreement #09-DT-BLA -516 by, and between the County and the NJDOT to increase the Agreement by amount \$34,945.05, for the aforementioned purposes on behalf of the County.

**BE IT FURTHER RESOLVED** that all other terms and provisions of Federal Aid Agreement # 09-DT-BLA-516 shall remain in full force and effect.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, March 7, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID & ECONOMIC DEVELOPMENT  
TRENTON, NEW JERSEY

B3

AGREEMENT MODIFICATION

Contract ID: 10 70201

MODIFICATION NO. 2 FEDERAL PROJECT NO. FS-0161 (103) DATE February 10, 2012  
PROJECT South Main Street (Route 45) And Mullica Road (Route 322) Signalization  
LOCATION Township of Harrison, Gloucester County  
SPONSOR Gloucester County  
AGREEMENT DATE 4/29/2010 AGREEMENT NO. 09-DT-BLA-516

IN ACCORDANCE WITH THE PROVISIONS OF THE ABOVE NOTED AGREEMENT, THE SPONSOR AND THE STATE  
AGREE TO THE CHANGES TO THE AGREEMENT AS FOLLOWS:

ARTICLE 6.1 (b)

2. The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed **\$286,860.74**, with an approved budget as follows:

<u>Federal Project No.</u>	<u>Project Sponsor</u>	<u>Contract</u>	<u>In-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
FS-0161 (103)	Gloucester County	\$259,860.74	\$ 27,000.00	\$286,860.74	12/3/2009	2/17/2012

CHANGE TO:

ARTICLE 6.1 (b)

2. The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed **\$321,805.79**, with an approved budget as follows:

<u>Federal Project No.</u>	<u>Project Sponsor</u>	<u>Contract</u>	<u>In-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
FS-0161 (103)	Gloucester County	\$310,935.15	\$ 10,870.64	\$321,805.79	12/3/2009	9/17/2012

Original Agreement Amount	<u>\$389,487.00</u>
Modified Agreement Amt. (Mod. No. 1 )	<u>\$286,860.74</u>
This Modification Amount (No. 2 )	<u>\$34,945.05</u>
Present Agreement Total Amt.	<u>\$321,805.79</u>
Original Agreement Compl. Date	<u>2/17/2012</u>
Revised Agreement Compl. Date	<u>9/17/2012</u>

ACCEPTED

\_\_\_\_\_  
(Sponsor) Date

RECOMMENDED

\_\_\_\_\_  
(Chris Bergeman, Project Engineer  
District 4, Local Aid) Date

\_\_\_\_\_  
(Salim T. Mikhael, Acting Manager  
District 4, Local Aid) Date

CERTIFICATION OF FUNDS

\_\_\_\_\_  
Director of Accounting and Auditing Date

FOR PROGRAM USE ONLY:

Document No. \_\_\_\_\_

Registration No. \_\_\_\_\_

CERTIFICATION ACCEPTANCE PROJECTS  
This Mod. is approved for Federal participation

\_\_\_\_\_  
Director, Local Aid & Economic Development Date



E1

**RESOLUTION AUTHORIZING EXECUTION OF A LICENSE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC., FOR THE PROVISION OF MAINTENANCE OF PROPRIETARY SOFTWARE (ABACUS AND AOSS CARD REGISTRATION) FOR THE DIVISION OF SOCIAL SERVICES FOR A TOTAL CONTRACT AMOUNT OF \$48,603.29, FROM APRIL 1, 2012 TO MARCH 31, 2013**

**WHEREAS**, the County of Gloucester has determined that there is a need for the provision of maintenance of proprietary software (ABACUS, and AOSS Card Registration) for the County Division of Social Services; and

**WHEREAS**, the County of Gloucester has recommended that said services be provided by Unitronix Data Systems, Inc., with offices at 1124 Route 202, Raritan, New Jersey 08869,

**WHEREAS**, this contract shall be for the amount of \$31,947.14 as to ABACUS, and \$16,656.15 as to AOSS Card Registration, for a total contract amount of \$48,603.29 from April 1, 2012 to March 31, 2013; and

**WHEREAS**, this service related to this contract is for the support and maintenance of proprietary computer software, and is an exception to the Local Public Contracts law, as described and provided in N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

**WHEREAS**, the Purchasing Agent has certified the availability of funds in the amount of \$48,603.29, pursuant to C.A.F. #12-01771, which amount shall be charged against budget line item no. 2-01-27-345-002-64105. Balance will be encumbered upon adoption of the 2012 Gloucester County Budget, and continuation of the contract is conditioned upon the approval of the 2012 Gloucester County Budget and any required State of New Jersey approvals.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the License Maintenance Agreement is hereby approved, and the Freeholder Director and Clerk of the Board are authorized to execute said Agreement between the County of Gloucester and Unitronix Data Systems, Inc., for the maintenance of propriety software (ABACUS and AOSS Card Registration) for the total contract amount of \$48,603.29, from April 1, 2012 to March 31, 2013.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on March 7, 2012 at Woodbury New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA,  
CLERK OF THE BOARD**

E1  
COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. PO 12-01771 DATE 2-29-2012

2-01-27-345-002-64105  
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Social Services

AMOUNT OF CERTIFICATION \$48,603.29 COUNTY COUNSEL \_\_\_\_\_

DESCRIPTION: System Maintenance for 4-1-12 through 3-31-12.  
License maintenance agreement for system 1-ABACUS FRAUD  
Collection TurnKey system and system 11 ADSS card registration.

VENDOR: Unitronix Data System Inc

ADDRESS: 1124 Route 202

Raritan NJ 08869

Edward Smith

DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]  
PURCHASING AGENT



RETURNED TO DEPARTMENT  
NOT APPROVED

DATE PROCESSED 3-1-12

**RESOLUTION AUTHORIZING GLOUCESTER COUNTY SHERIFF DEPARTMENT  
K-9 TRANSFER AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND  
BRUCE SCOTT**

**WHEREAS**, the County of Gloucester (hereinafter the "County") currently possesses and owns a K-9 named "T.K."; and

**WHEREAS**, Bruce Scott (hereinafter "Scott") is a Sheriff's Officer employed by the County in the County Sheriff's Department; and

**WHEREAS**, one of Bruce Scott's duties in the County Sheriff's Department is a K-9 Handler; and he has served as a K-9 Handler in the said department since at least in or about 2000; and

**WHEREAS**, K-9 "T.K." was born on April 1, 1999, and was obtained by the County Sheriff's Department via a State Farm Insurance Grant; and

**WHEREAS**, "T.K." started her training as a police dog on April 17, 2000 in Alfred, Maine, and was certified in Arson Detection on May 12, 2000 by the Maine State Police; and

**WHEREAS**, upon "T.K." returning from training, she was immediately placed into active service with the County Sheriff's Department, and worked as an arson detection K-9 until September 30, 2011; and

**WHEREAS**, during her career, "T.K." responded to Two Hundred and Fifty Eight (258) fire calls, most deemed suspicious; and preformed One Hundred and Two (102) demonstrations; and

**WHEREAS**, "T.K." has reached an age such that her health has begun to decline, and she is slowing down; so that her ability to continue to do police work at an acceptable level is no longer there; and

**WHEREAS**, "T.K." officially retired, and was removed from active service with the County Sheriff's Department on September 30, 2011; and

**WHEREAS**, Scott desires to take ownership and possession of the now retired "T.K.", as Scott was the assigned K-9 handler for "T.K." during her tenure as an arson detection dog with the County Sheriff's Department; and

**WHEREAS**, the County wishes to divest itself of ownership, possession and vicarious and direct liability for the subject K-9; and

**WHEREAS**, Section 601 of the County Sheriff's Department's Standard Operating Procedures (hereinafter "SOPs") provides that when a K-9 is removed from active service by the said department, except for illness, viciousness, or similar situation, the K-9 will be offered to its handler; and

**WHEREAS**, the County Sheriff's Department SOP 601 provides further that when a K-9 is released from its K-9 assignment by the County Sheriff's Department, that the new owner of the K-9 shall be required to sign a waiver and release, wherein the County, and the County Sheriff's Department, is released from any and all liability or responsibility for anything which concerns the K-9; and

**WHEREAS**, "T.K." was not removed from active service with the County Sheriff's Department due to illness, viciousness, or similar situation; and

**WHEREAS**, the County does hereby agree to relinquish all of its right, title and ownership interest in and to "T.K." what-so-ever, effective upon Scott's execution and return of the required agreement, and the payment of One Dollar and Zero Cents (\$1.00) to the County.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. The County of Gloucester has determined that K-9 "T.K." is not suitable for continued use as an arson detection dog by the Gloucester County Sheriff's Department; and therefore, determined that the property status of said K-9 should be surplus and may be sold consistent with the County Sheriff's Department's SOPs regarding K-9s to Sheriff Officer Bruce Scott for the amount of One Dollar and Zero Cents (\$1.00), upon execution of the sale and waiver agreement attached hereto, and incorporated herein by this reference.
2. The Freeholder Director, and the Clerk of the Freeholder Board, be, and are hereby authorized and directed to sign the sale and waiver agreement attached hereto, and to take such other and further steps as may be required to implement the purposes of this Resolution.
3. The Sheriff of the County of Gloucester be, and is, authorized to take all steps necessary and required to effectuate the purposes of this Resolution.
4. This Resolution shall be in full force and effect upon passage and signatures hereon.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 7, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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**ROBERT N. DILELLA, CLERK**

F1

**GLOUCESTER COUNTY SHERIFF DEPARTMENT K-9 TRANSFER  
AGREEMENT**

**THIS AGREEMENT** made and entered into in the City of Woodbury, County of Gloucester, State of New Jersey, this 7<sup>th</sup> day of **March, 2012**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, hereinafter referred to as "**County**", and **BRUCE SCOTT**, K-9 Handler for the Gloucester County Sheriff's Department, hereinafter referred to as "**Handler**".

**RECITALS**

**WHEREAS**, K-9 "T.K." was born on April 1, 1999, and was obtained by the County Sheriff's Department via a State Farm Insurance Grant; and

**WHEREAS**, "T.K." started her training as a police dog on April 17, 2000 in Alfred, Maine, and was certified in Arson Detection on May 12, 2000 by the Maine State Police; and

**WHEREAS**, upon "T.K." returning from training, she was immediately placed into active service with the County Sheriff's Department, and worked as an arson detection K-9 until September 30, 2011; and

**WHEREAS**, during her career, "T.K." responded to Two Hundred and Fifty Eight (258) fire calls, most deemed suspicious; and preformed One Hundred and Two (102) demonstrations; and

**WHEREAS**, "T.K." worked not only in the County, but also in Camden, Salem and Cumberland Counties, as well as in the City of Philadelphia; and

**WHEREAS**, "T.K." has had a long and distinguished career as a police arson detection K-9; and

**WHEREAS**, "T.K." has reached an age such that her health has begun to decline, and she is slowing down; so that her ability to continue to do police work at an acceptable level is no longer there; and

**WHEREAS**, "T.K." officially retired, and was removed from active service with the County Sheriff's Department on September 30, 2011; and

**WHEREAS**, Handler desires to take ownership and possession of the now retired "T.K.", as Handler was the assigned K-9 handler for "T.K." during her tenure as an arson detection dog with the County Sheriff's Department; and

**WHEREAS**, Handler desires to attain ownership and possession of "T.K.", and the County wishes to divest itself of ownership, possession and vicarious and direct liability for the subject K-9; and

**WHEREAS**, Section 601 of the County Sheriff's Department's Standard Operating Procedures (hereinafter "SOPs") provides that when a K-9 is removed from active service by the said department, except for illness, viciousness, or similar situation, the K-9 will be offered to its handler; and

**WHEREAS**, the County Sheriff's Department SOP 601 provides further that when a K-9 is released from its K-9 assignment by the County Sheriff's Department, that the new owner of the K-9 shall be required to sign a waiver and release, wherein the County, and the County Sheriff's Department, is released from any and all liability or responsibility for anything which concerns the K-9; and

**WHEREAS**, "T.K." was not removed from active service with the County Sheriff's Department due to illness, viciousness, or similar situation; and

**WHEREAS**, the County does hereby agree to relinquish all of its right, title and ownership interest in and to "T.K." what-so-ever, effective upon Handler's execution and return of this document, and the payment of One Dollar and Zero Cents (\$1.00) to the County.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

#### **TERMS OF AGREEMENT**

1. **Recitals.** It is mutually agreed by and between the parties hereto that the foregoing recitals are incorporated hereto as though fully set forth.
2. **Assumption of Ownership.**
  - (a) The County, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, grant, bargain and assign to Handler the County Sheriff's Department K-9 known as "T.K.". The K-9, "T.K.", is transferred in "as is" condition to Handler for Handler's personal use only.
  - (b) Handler understands and agrees that "T.K." was removed from active service due to age, performance or disability which made such K-9 unqualified for further police purposes, including service as an arson detection dog. Accordingly, Handler agrees that he will not attempt to use, nor use, "T.K." for any police purposes what-so-ever.

(c) Handler does agree to assume ownership and possession of "T.K.", and to assume any all risks, including, but not limited to, risk of injury or death to third persons; and to hold the County, the County Sheriff's Department, and each of their employees, departmental personnel, agents and volunteers, harmless from any and all liability and claims, administrative proceedings or other responsibility what-so-ever arising from any injuries or damages that may occur on or after the date ownership and possession of "T.K." is transferred pursuant to this Agreement. That date is hereby fixed by agreement by and among the parties hereto as being March 7, 2012.

3. **Indemnity and Hold Harmless.** Handler agrees to assume all liability and responsibility for risks and dangers relating to his ownership of "T.K." on or after the aforementioned date, and to indemnify and hold the County and the County Sheriff's Department, and each of their employees, department personnel, agents and volunteers, harmless in the event that any legal or administrative action, whether by claim, demand or otherwise, is made by any person or entity, as a consequence of or arising out of any event, act or disturbance involving the subject police dog, "T.K.", on or after the date ownership and possession is transferred. These hold harmless provisions shall extend to any direct or vicarious liability arising from any and all losses, liabilities, damages, charges (including reasonable attorney fees and court costs), and other expenses what-so-ever that may arise in any manner after the Handler assumes ownership and possession of "T.K." on the date identified herein.
4. **Period of Ownership.** Handler hereby agrees that he does not intend to sell "T.K." to any other person. Handler agrees to retain ownership and possession of "T.K." for at least five (5) years prior to any sale, transfer, assignment or gifting of "T.K.".
5. **Use and Maintenance.** Handler warrants that "T.K." will not be used for any illegal purpose, and that "T.K." will be kept and maintained in such a manner as not to pose a danger to any person or property.
6. **Assignment.** Handler may not assign this Agreement, or any part of it, without the prior written consent of the County.
7. **Amendments.** This Agreement may be amended by mutual consent of the County and Handler. Any amendment shall be in writing, and signed by both Parties.
8. **Acknowledgement.** Handler acknowledges that he has read the foregoing Agreement, and understands that it is contractual in nature and understands each of its provisions.
9. **Binding Effect.** This Agreement shall be binding upon Handler, his heirs, executors, administrators and assigns.

**IN WITNESS WHEREOF**, the County of Gloucester, has caused this Agreement to be executed by its Freeholder Director, and attested by the County's Freeholder Board Clerk under authority of a Resolution adopted by the County Board of Chosen Freeholders on the 7<sup>th</sup> day of March, 2012.

**Attest:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**Robert DiLella, Clerk**

By: \_\_\_\_\_  
**Robert M. Damminger, Director**

**Attest:**

**BRUCE SCOTT**

\_\_\_\_\_

By: \_\_\_\_\_  
**Bruce Scott, Handler**



**RESOLUTION AUTHORIZING THE PROCUREMENT OF CONCESSIONAIRES  
AT SPECIFIC GLOUCESTER COUNTY PARK LOCATIONS ON A SEASONAL  
BASIS AND MULTIPLE CONCESSIONAIRES AT COUNTY PARKS  
DURING SPECIAL EVENTS**

**WHEREAS**, there is a public need to have a concessionaire at all the County parks on a seasonal basis and multiple concessions at the parks during special events to include, but not be limited to, the Annual Waterfest at Scotland Run Park, the WWII Encampment Event, the Flower Show and 18<sup>th</sup> Century Field Day at Red Bank Battlefield; and

**WHEREAS**, all contracts for concessionaires at special events are contingent upon available funding for the event; and

**WHEREAS**, the County has concluded that there is negligible risk and cost in making this service available in the parks and a minimum fee of \$25 per month is established for a seasonal concessionaire and minimum \$25 per event is established for each special event concessionaire subject to competitive contracting procedures established by state law and County policy; and

**WHEREAS**, all concessionaires are required to submit prior to season or special event a Board of Health Certification, an Insurance Certification, County Fire Permits and any other documents requested by the County; and

**WHEREAS**, pursuant to N.J.A.C. 5:34-9.4 prior to commencing procurement of any concession, the County has determined that there is a need to provide food and refreshments to those who support the county park system and the special events therein, and the concession to be awarded are more specifically described as follows:

**SEASONAL:**

*1- James G. Atkinson Memorial Park*

*Duration: April through November. (Specific start and end date to be established by Department of Parks and Recreation)*

*Vehicle must be self contained. Limit to one (1) vendor*

*Concession trailers must fit the following specifications:*

*One (1) trailer no longer than 20 feet in length, offering a variety of food and beverage, including, but not limited to hot dogs, tacos, pretzel sandwiches, water ice, assorted candies, hot chocolate and coffee.*

*2- Red Bank Battlefield*

*Duration: April through November. (Specific start and end date to be established by Department of Parks and Recreation)*

*Vehicle must be self contained. Limit to one (1) vendor*

*Concession to include but not be limited to hot dogs, pretzels, sodas, bottle water, assorted candies, hot chocolate and coffee.*

**SPECIAL EVENTS:**

*WWII Encampment. (Red Bank Battlefield) Date to be determined. Limit 3 vendors.*

*The Flower Show. (Red Bank Battlefield) Date to be determined. Limit 3 vendors.*

- *Concession to include but not be limited to burgers, sausage sandwiches kielbasa sandwiches, cotton candy, funnel cakes, Italian water ice, kettle corn, variety of beverages, panzarottis, pretzels, coffee.*

*18<sup>th</sup> Century Field Day. (Red Bank Battlefield) Date to be determined. Limit 6 vendors.*

- *One (1) trailer no longer than 20 feet in length, offering hot dogs, french fries, chicken nuggets, steak sandwiches, soft pretzels, fish sandwiches, cotton candy, bottled or canned soft drinks, bottled water and assorted candy.*
- *One (1) freestanding tent approximately 10 x 15 serving panzarottis, pretzel braids, crab cakes, hot dogs, sausage, hamburgers, fried shrimp, deep fried oreos, fresh lemonade.*

Waterfest Celebration. (Scotland Run Park) Date to be determined. Limit 5 vendors

- One (1) trailer no longer than 24 feet in length, offering but not limited to cotton candy, hot dogs, burgers, sausage sandwiches, kielbasa, cheese fries, breakfast sandwiches and beverages.
- One (1) trailer, no longer than 20 feet in length offering, but not limited to hot dogs, french fries chicken nuggets, steak sandwiches, soft pretzels, fish sandwiches, cotton candy, bottled or canned soft drinks, bottled water, and assorted candy.
- One (1) trailer, no longer than 14 feet in length offering popcorn of various flavors and a variety of beverages.
- One (1) trailer, no longer than 14 feet in length offering funnel cake and beverages.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director and the Clerk of the Board are hereby authorized to initiate and execute the procurement of concessionaires at all Gloucester County Parks in accordance with the applicable competitive contracting procedures and at no cost to the County.

**ADOPTED**, at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 7, 2012 at Woodbury, NJ.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DiLELLA, CLERK**